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A COLLECTION OF  
TREATIES, ENGAGEMENTS  
AND SANADS

RELATING TO INDIA AND  
NEIGHBOURING COUNTRIES

COMPILED BY

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UNDER-SECRETARY TO THE GOVERNMENT OF INDIA  
IN THE FOREIGN DEPARTMENT

VOL. III

CONTAINING

THE TREATIES, &c., RELATING TO THE STATES  
IN RAJPUTANA

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# TREATIES, ENGAGEMENTS, AND SANADS

## RELATING TO THE STATES IN RAJPUTANA.

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### INTRODUCTION.

THE policy of non-interference which was introduced by Lord Cornwallis at the beginning of the nineteenth century left the States of Central India and Rajputana a prey to the Pindari freebooters, who gained in strength as the Maratha power decayed. They soon ventured to extend their depredations into British territory. No line of defence and no disposition of troops could protect the country from their incursions under the system of warfare which they pursued, and Government was therefore led to form a general system of political alliances for the entire suppression of the Pindaris. The Treaty of 1817 with Sindhia removed the restriction which had been placed upon the formation of alliances between the British Government and the Rajput States, and left Government free to enter on new relations with them. The object of the treaties to be formed with them was the establishment of a barrier against the predatory system, and against the extension of the power of Sindhia or Holkar beyond the limits which Government designed to impose on it by other measures. It was not at that time proposed to acquire the power of exercising any interference in the internal administration of the Rajput States; but to subject only their political measures and external relations to the control of the British Government; to secure to Sindhia and Holkar the tribute payable to them in the event of their entering into the policy of the British Government; and to secure to the British Government such pecuniary aid as might be adapted to the means of the several States, in order to indemnify the British Government for the charges incidental to the obligation of protecting them.

Arrangements on this principle were made with the States of Udaipur, Jaipur, Jodhpur, Kotah, Bundi, Karauli, Banswara, Dungarpur, and Kishangarh; and the relations of Government with the more distant States of Jaisalmer and Bikaner were improved, but were on a less intimate footing.

There are eighteen States, one Chiefship, and one Thakurate in Rajputana, all Rajput, except Bharatpur and Dholpur, which are Jat, and Tonk, which is Muhammadan. Twelve of them pay the following tribute to the British Government :—

Name of State.	Tribute (Government Rs.)	REMARKS.
Udaipur . . .	Rs. a. p. 2,00,000 0 0	The tribute under Article 6 of the Treaty, dated the 13th January 1818, was fixed for the first five years at one-fourth of the revenues of Udaipur, and thereafter at three-eighths in perpetuity. In 1826, it was fixed at 3 lakhs, Udaipur rupees. In consequence of financial embarrassments of the State, the tribute was reduced in June 1846 to Government Rs. 2 lakhs.
Dungarpur . . .	17,500 0 0	Tribute payable under Article 9 of Treaty, dated the 11th December 1818, Salim Shahi Rs. 35,000.
Banswara . . .	22,500 0 0	The tribute payable under Article 9 of the Treaty, dated the 25th December 1818, was Salim Shahi Rs. 35,000 = Government Rs. 17,500-0-0. In order to meet the cost of a separate Political Assistancy established at Banswara, the tribute was further increased by Salim Shahi Rs. 15,000 = Government Rs. 7,500-0-0. Any surplus from the enhanced tribute was to have been spent on works of public utility in the State. In 1889, however, in consequence of the financial embarrassments of the State, the enhanced tribute of Salim Shahi Rs. 15,000 was conditionally reduced to Government Rs. 5,000.
Partabgarh . . .	36,350 0 0	The tribute is payable under Article 3 of Treaty, dated 5th October 1818, Salim Shahi Rs. 72,700 = Government Rs. 36,350-0-0. The British Government acquired the right of this tribute from Holkar under the terms of the Treaty of Mandsaur, but it was decided that the amount should continue to be received by him, and accordingly, though levied by Government, it is still paid annually to Holkar from the British treasury. The payment is made one year in arrears, and amounts to Rs. 57,874-3-2, being the equivalent of Salim Shahi Rs. 72,700 at the time the decision was made.

Name of State.	Tribute (Government Rs.)	REMARKS.
Jaipur . . .	Rs. a. p. 4,00,000 0 0	Tribute payable under Article 2 of Agreement, dated 4th September 1871, taken as part of, and supplementary to, the Treaty, dated 2nd April 1818. The payment of a like amount to the Darbar, under the Salt Treaty, is set off against this tribute.
Jodhpur . . .	98,000 0 0	The tribute under Article 6 of the Treaty, dated 6th January 1818, was originally Rs. 1,08,000, but in consideration of the cession to Government of the rights of Jodhpur to the Fort and District of Umarkot, a remission of Rs. 10,000 was sanctioned by Government on the 17th June 1847.
Bundi . . .	1,20,000 0 0	This is composed of the tribute payable under Article 5 of the Treaty, dated 10th February 1818, as <i>chauth</i> of Bundi and other places, namely, Rs. 40,000 and Rs. 80,000, being two-thirds share of Keshorai Patan under Article 1 of Treaty, dated 29th November 1847, assigned by Sindhia. The two items have been amalgamated by the orders of Government, dated the 10th June 1864.
Kotah . . .	2,34,720 0 0	The tribute payable under Article 7 of the Treaty, dated 25th December 1817, was Rs. 2,89,720. A remission of Rs. 25,000 was sanctioned by Sanad dated 25th September 1819; and on the formation of the State of Jhalawar, a further reduction of Rs. 80,000 was granted under Article 4 of the Treaty, dated 10th April 1838. The tribute was enhanced in 1898 by Rs. 50,000, when certain territories were restored to Kotah from Jhalawar.
Jhalawar . . .	30,000 0 0	The tribute payable under Article 11 of the Treaty, dated the 8th April 1838, was Rs. 80,000-0-0. A part of the territories which were made over by Kotah in 1838, for the formation of the Jhalawar States, was restored to Kotah in 1899, and the tribute was reduced to Rs. 30,000 by a Sanad dated the 30th January 1899.
Sirohi . . .	6,881 4 0	The tribute originally payable under Article 8 of the Treaty, dated 11th September 1823, was Bhilari Rs. 15,000 or Government Rs. 13,762-8-0. The Chief having rendered meritorious service during the mutinies, a remission of half his tribute was sanctioned by the Government of India on the 18th December 1857.
Shahpura (Chiefship) .	10,000 0 0	The tribute is paid on account of Pargana of Phulia under the Sanad dated 27th June 1848.
Lawa (Thakurate) . .	225 0 0	The tribute has been paid since the 1st April 1882.



In addition to the above, the three States of Udaipur, Jodhpur and Kotah contribute towards the support of local corps in the following proportions :—

Name of State.	Tribute (Government Rs.)	REMARKS.
	Rs. a. p.	
Udaipur . . . .	.....	A contribution of Rs. 50,000 a year used to be levied from the State for the expenses of the Mewar Bhil Corps. The sum was realized from the revenues due to the Maharana on account of his share of the villages of Mewar-Merwara which are under British management. Difficulties having, however, been experienced in adjusting the accounts of the contribution with the State, it was resolved in 1881, that in future the revenues of Mewar-Merwara should be taken in full discharge of the contribution, and it was further stipulated that should the receipts from the villages at any time exceed Rs. 66,000, the surplus money should be paid in full to the Udaipur Darbar, to which, however, no accounts should be rendered.
Jodhpur . . . .	1,15,000 0 0	Under Article 8 of the Treaty, dated 6th January 1818, the Jodhpur State was under obligation to furnish a contingent of 1,500 horse whenever required. This was commuted by Agreement, dated 7th December 1835, to an annual payment of Rs. 1,15,000 towards the cost of the Jodhpur Legion which was then raised. The Jodhpur Legion mutinied in 1857, and its place is now supplied by the Erinpura Irregular Force.
Kotah . . . .	2,00,000 0 0	Under Article 6 of the Treaty, dated 10th April 1838, the Kotah State was required to maintain an auxiliary force, commanded and paid by British officers, at a cost of not more than 3 lakhs per annum. In consequence of repeated remonstrances, the contribution was reduced to Rs. 2 lakhs in 1844. The first auxiliary force was known as the Kotah Contingent, but it mutinied in 1857, and is now represented by the Deoli Irregular Force.

The British Government makes the under-mentioned payments on account of treaty dues to the States :—

Name of State.	Payments on account of Treaty dues.	Articles of Agreement or Treaty.	Amount (Government Rs.).	REMARKS.
	<b>SALT COMPENSATION.</b>		<b>Rs. a. p.</b>	
Jaipur	(1) Sambhar Lake Treaty	Treaty No. XLI art. 11	2,75,000 0 0	Credited towards liquidation of tribute due by the Jaipur Darbar.
	(2) Transfer of right to 172,000 maunds of salt.	Agreement—No. XLII „ 2	4,00,000 0 0	
	(3) On account of Kachar Rawasa Sar.	„ „ „ 7	11,000 0 0	
	(4) Compensation to land holders.	„ „ „ 8	2,309 2 7	
Jodhpur	(5) Sambhar Lake Treaty	Treaty No. LXVII „ 11	1,25,000 0 0	Payable on 30th September and 31st March.
	(6) Nawa Gudha Treaty	„ „ LXVIII „ 11	3,00,000 0 0	
	(7) On account of Didwana, Pachpadra, Phalodi and Luni salt sources, and suppression of Khari works.	Agreement—No. LXIX „ 6	8,21,800 0 0	
	(8) Compensation, Jagirdars' losses.	„ „ „ 7	19,595 5 3	
	(9) On account of suppression of minor works, &c.	„ „ „ 10	1,25,000 0 0	The amounts realized by the Resident, Mewar, on account of salt duty, &c., and made over to the Mewar Darbar during the year, are deducted from this payment.
Udaipur	(10) Compensation for loss of revenue.	„ VII „ 4	2,900 0 0	
	(11) Preventing the re-opening of suppressed works.	„ „ „ 4	10,000 0 0	
	(12) Compensation for loss of revenue from transit duties on salt.	„ „ „ 5	35,000 0 0	
	(13) In lieu of right to 125,000 maunds of half-duty paying salt.	Foreign Dept letter No. 1970-P., dated 16th Sept 1878.	1,56,250 0 0	
Alwar	(14) Efficient observance of Agreement.	Agreement—No. CXXXV art. 7	1,25,000 0 0	Credited towards liquidation of tribute due by the Sirohi Darbar.
Kishangarh	(15) Do.	„ LI „ 7	25,000 0 0	
Bikaner	(16) Do.	„ CXLI „ 6	6,000 0 0	
Bharatpur	(17) Do.	„ CXLII „ 7	1,50,000 0 0	
Sirohi	(18) Do.	„ XCI „ 4	1,800 0 0	
Lawa	(19) Do.	„ LII „ 5	700 0 0	
Dholpur	(20) Do.	„ CXXVI „ 7	60,000 0 0	
Bharatpur	(21) For relinquishing salt manufacture in two of his villages, Badh and Bhainia.	North-Western Provinces Government No. 5179, dated 11th December 1845.	500 0 0	
Bundi	(22) Efficient observance of Agreement and suppression of Khari salt works	Agreement—No. XCVIII art. 4	8,000 0 0	
Tonk	(23) Efficient observance of Agreement.	„ CIV „ 4	12,000 0 0	
	(24) Compensation for suppression of Khari salt works.	„ „ „ 4	8,000 0 0	Payable on 1st July and 1st December.
Shahpura (Chiefship).	(25) Efficient observance of Agreement.	„ CVIII „ 4	3,000 0 0	Payable on 1st June and 1st December.
	(26) Compensation for suppression of Khari salt works.	„ „ „ 4	2,000 0 0	
Jhalawar	(27) Efficient observance of Agreement.	„ CLX „ 7	2,250 0 0	Payable on 1st July and 1st August.
	(28) Compensation for Jagirdars' losses.	„ „ „ 5	250 0 0	
Kotah	(29) Efficient observance of Agreement.	„ CLV „ 4	16,000 0 0	
	(30) Compensation for Jagirdars' losses.	„ „ „ 5	3,175 0 0	
Karauli	(31) Efficient observance of Agreement.	„ CXIX „ 4	5,000 0 0	
	(32) Compensation for Jagirdars' losses.	Foreign Department letter No. 222-I. P., dated 18th April 1882.	694 15 0	

Name of State,	Payments on account of Treaty dues,	Articles of Agreement or Treaty.	Amount (Government Rs.)	REMARKS.
Ajmer ...	(33) Istimrardars and Jagirdars for closing salt works.	...	4,178 0 0	Payable on 1st August.
Sirohi ...	(34) Salt compensation in lieu of the annual allowance of half-duty salt deliverable under Salt Treaty of 1879.	Foreign Dept. letter No. 693-I, dated 23rd Feb. 1884 (No. XCIII).	9,000 0 0	
	SALT ROYALTIES.			
Jaipur ...	(35) Sambhar Lake (1) ...	Treaty No. XLI art. 12	Variable ...	It was settled in 1884 that Jodhpur should secure the and Jaipur the of the total royalty payable on excess sales of salt, irrespective of the place of manufacture. This cancelled the arrangement under the Salt Treaties of 1869 and 1870 that (1) the royalty payable to Jaipur is 20 per cent. of the fixed selling-price upon all excess over 825,000 maunds on the quantity of salt sold or exported; (2) the royalty payable to Jodhpur is the same as above; (3) the royalty payable to Jodhpur in respect of Nawa Gudha salt is 40 per cent. of the fixed selling-price on the excess over 900,000 maunds in the quantity of salt sold or exported (vide Foreign Department letter No. 3632-I., dated 26th September 1884, and Finance Department No. 3810, dated 8th October 1884.)
Jodhpur ...	(36) Do. (2) ...	.. .. LXVII .. 12	Do. ...	
	(37) Nawa Gudha ...	.. .. LXVIII .. 8	Do. ...	
	COMPENSATION FOR LOSS OF TRANSIT DUTIES CONSEQUENT ON CONSTRUCTION OF RAILWAYS.			
Kishangarh	(38) For loss of transit duties on construction of Rajputana State Railway.	8th July 1867 ... ..	20,000 0 0	Payable on account of, and on expiration of each official year.
	MISCELLANEOUS.			
Jodhpur ...	(39) On account of the share of the Marwar-Merwara villages which are under British management.	2nd August 1885 ... ..	3,000 0 0	Should a profit be derived from the revenues of the villages by the British Government, the Jodhpur Darbar will receive 40 per cent. of it.

Courts of Vakils, with definite rules for their guidance, have been established at Mount Abu, Udaipur, Jaipur, Jodhpur, and Deoli, with the special object of securing justice to travellers and others who suffer injury in territories beyond the jurisdiction of their own Chiefs, and to decide on offences against person and property which cannot be dealt with by any one State.

The Court of Vakils at Abu, composed of the vakils attendant on the Agent to the Governor-General is an appellate court, superior to those at the several Agencies. The decision of the Agent to the Governor-General on appeals is final.

The Courts of Vakils at Udaipur, Jaipur, Jodhpur and Deoli, are under the guidance respectively of the Political Officers of Mewar, Jaipur, Marwar and Haraoti. These Courts are composed of vakils from the neighbouring States, and are subordinate to the Upper Court of the Agent to the Governor-General.

Rules have been drawn up for the settlement of boundary disputes between the various States of Rajputana, between the States of Rajputana and those of Central India, and between the Rajputana States and States in the Punjab.

In 1870 the late Earl of Mayo proposed to the Chiefs of Rajputana that a Chiefs' College should be established at Ajmer for the education of their sons and nobles. It was opened for the reception of boys in October 1875. The subscriptions of the Chiefs of Rajputana and others, amounting to over seven and a half lakhs, form an endowment fund, the interest on which supplies the income of the College. In addition to these subscriptions, many States and Chiefs have built boarding houses and contributed towards the College in various ways. The Government of India presented the grounds in which the College stands; built the main building, which was opened by Lord Dufferin on the 7th November 1885, at a cost of Rs. 4,01,400, the residences of the Principal and Vice-Principal, and the Ajmer Boarding House for boys from the Ajmer District, and for those boys who have not been provided with accommodation by their own States; and pay for the salaries of the English Staff, and the upkeep of the main roads and the four Government buildings. Up to April 1906 424 boys had been admitted, 375 from Rajputana and 49 from other provinces, including the ruling Chiefs of Alwar, Bikaner, Dholpur, Dungarpur, Jhalawar, Karauli, Kotah, Manipur, Tehri, Faridkot, Panna, Indore, Barwani, Dewas, Narsinghgarh, Sachin and the heirs-apparent of Bharatpur, Partabgarh, Shahpura, Tonk, Kuch

Behar, Lunawada, Banswara, and Sailana. There are now (1906) 123 boys on the College roll. In January 1902 a conference was held at Calcutta, under the presidency of Lord Curzon, to discuss the question of increasing the efficiency of the Chiefs' Colleges in India. As a result of this the English staff now consists of one Principal, one Vice-Principal, and two Assistants, and the Native staff of 8 Assistants. Another conference was held at Ajmer in 1904, and in accordance with its resolutions the existing Council was reconstituted into a General Council and a Working Committee. His Excellency the Viceroy and the Agent to the Governor-General in Rajputana are ex-officio Presidents and Vice-Presidents respectively of the Council. An annual examination is held by the Inspector of Chiefs' Colleges, and to those boys of the first class who pass it, a diploma is given which is recognised by the University of Allahabad as equivalent to the certificate given by them for passing the Entrance and Matriculation Examinations at those institutions.

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## I.—THE MEWAR AGENCY.\*

### (I.) UDAIPUR (MEWAR).

The Udaipur family is the highest in rank and dignity among the Rajput Chiefs of India. The ruling Chief is considered by Hindus to be the representative of Rama, the ancient King of Ajodhya, by one of whose descendants, Kanak Sen, the present family was founded about A.D. 144. The States of Dungarpur, Banswara, Partabgarh, and Shahpura are offshoots from it. The Bhonsla family and Shivaji, the founder of the Maratha power, were also descended from the House of Udaipur. No State in India made a more noble and a more desperate resistance to the Muhammadans. It is the boast of the family that they never gave a daughter in marriage to any of the Muhammadan Emperors; and for many years they ceased to intermarry with the other Rajput families who had formed such alliances.

Rana Amara or Amar Singh II, who succeeded to the State in A.D. 1700, formed an alliance with the Rajas of Jaipur and Jodhpur for mutual protection against the Muhammadans. It was one of the conditions of this tripartite alliance that these Chiefs should regain the privilege of marriage with the Udaipur family, with the proviso that the sons of the Udaipur princesses should succeed† in preference to children by other wives. The quarrels to which this stipulation gave rise led to the conquest of the country by the Marathas, at whose hands Udaipur suffered more cruel devastations than it had even been subjected to by the Muhammadans. Rana Amara was succeeded in 1716 by Sangram Singh II, who was followed in 1734, by Jagat Singh II. On the departure of Nadir Shah, the Peshwa, having received from Muhammad Shah the cession of the chauth or fourth part of the revenues of the empire, demanded this tribute from Udaipur in common with the other States which had been tributary to the Emperor; and in 1736 Baji Rao Peshwa concluded a Treaty with Jagat Singh II, by which the Rana agreed to pay annually Rs. 1,60,000 on account of chauth.

\* The Agency is controlled by the Resident in Mewar, with head-quarters at Udaipur.

† In 1851 an attempt was made to revive this condition. In that year the Maharao of Kotah married a niece of the Maharana of Udaipur, and an agreement was signed by him and his son, according to which the latter was to succeed to the Kotah State, but on his death his children were to be set aside in favour of the children of the Maharana's niece. The Agent to the Governor-General refused to recognize the agreement.

Jai Singh, the Chief of Jaipur, had married a daughter of Sangram Singh II of Udaipur, having at the time a son, Isri Singh, whom, with the view of defeating the condition with Udaipur regarding the succession, he had married to a daughter of the Rawat of Salumbar, the most powerful of the Udaipur feudatories and the hereditary leader of the Udaipur forces. On the death of Jai Singh the power in Jaipur was assumed by Isri Singh. But the claims of Madho Singh, the son of the Udaipur princess, were supported by the Maharana, who called in the aid of Malhar Rao Holkar and agreed to pay him 80 lakhs of rupees on condition of his deposing Isri Singh. In part payment of this sum the Maharana made over to Holkar the district of Rampura. The loss of Rampura, however, was the least of the evils which followed. It became thereafter the custom, for the redress of any real or supposed wrong, to call in the aid of the Marathas, who thus obtained a firm footing in Mewar and became the referees in all disputes and the virtual rulers of the country.

On the withdrawal of British influence from Rajputana in 1806, under the policy of non-interference, which had been introduced by Lord Cornwallis, Udaipur was laid waste by the armies of Sindhia, Holkar, and Amir Khan, and by many hordes of Pindari plunderers. To such distress was the Maharana reduced that he was dependent on the bounty of Zalim Singh, the Regent of Kōtah, who gave him an allowance of Rs. 1,000 a month, and was exposed to the insults of his own feudatories, the more powerful of whom had retired to their forts and were bent only on their own preservation.

In this state of degradation Maharana Bhim Singh was found in 1817 when the British Government entered on its general scheme of alliances for the suppression of the Pindaris. Bhim Singh had succeeded to power in 1778, and between Jagat Singh II and him there had been the following successions: Partab Singh II in 1752; Raj Singh II in 1755; Rana Arsi in 1762, whose insolent behaviour led to the estrangement of his nobles from him and the seizure of the districts of Jawad, Jiran, Nimach, and Morwan by Sindhia, of Nimbera by Holkar, and of Godwar by Jodhpur; and Hamir in 1772, from whom Sindhia wrested the districts of Ratangarh, Kheri, and Singauli, while Holkar seized the districts of Jath, Bichor, and Nadomai.

By the Treaty concluded in 1818 (No. I) the British Government agreed to protect the territory of Udaipur, and to use its best exertions for the

restoration of the territories Udaipur had lost when this could be done with propriety ; the Maharana on his part acknowledged the British supremacy and agreed to abstain from political correspondence ; to submit disputes to the arbitration of the British Government ; and to pay one-fourth of the revenues as tribute for five years, and thereafter three-eighths in perpetuity. The object of the 7th Article of the Treaty, regarding the restitution to Udaipur of certain tracts claimed by the Darbar, was to leave to the British Government the right of acting on those claims as might be deemed just and expedient. This clause, however, has furnished the Udaipur State with a never-failing cause of complaint, particularly with respect to the district of Nimbhera. This district, having been guaranteed to Amir Khan, could not be restored. During the mutinies of 1857, Captain Showers, the Political Agent of Mewar, unauthorisedly allowed the troops of Udaipur to occupy it, but after the return of peace the Maharana was compelled by the British Government to restore it to the Nawab of Tonk, and to account for the revenue during the time of his occupation.

The district of Merwara, which was inhabited by predatory tribes, was subdued between 1819 and 1821 by a British force nominally aided by Mewar and Marwar troops.\* Both these States put forward claims to share in the conquered territory. Ultimately the district was divided into three unequal portions—four parganas, *Beawar*, *Jak-Shamgarh*, *Bahar-Barkokra*, and *Bhailan*, going to the British Government ; three, *Todgarh*, *Dewair*, and *Saroth*, to Udaipur ; and the remaining two, *Chang* and *Kot-Kirana*, to Jodhpur. The British parganas are now comprised in the British portion of the district of Ajmer-Merwara. This division appears to have been quite informal, and the names of the parganas assigned to each party are not given in the official correspondence connected with the partition, nor are they recited in the treaties ; but the distribution effected has been recognised ever since. In 1823 a formal settlement of minor claims was made, according to which the villages of Buli, Kukara and Saroth were awarded to Mewar, while nine villages were held in trust by the British Government, to be eventually handed over to Mewar as a reward for steadfast adhesion to British interests. In 1837 half the net revenues of these villages were assigned to Udaipur as a “special mark of favour.”

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\* See *infra*, Ajmer-Merwara.



The triple government at first established on the subjugation of Merwara proved ineffective. Accordingly, with a view to the pacification and improvement of the country, it was taken under British administration and a local corps was raised to which Udaipur and Jodhpur were each to contribute annually Chitori Rupees 15,000 (Government Rupees 12,000). Although the Maharana of Udaipur acquiesced in the arrangement and transferred his villages to the British Government for ten years, he appears to have executed no formal engagement. He was required to pay nothing towards the expenses of management beyond his contribution of Chitori Rupees 15,000 to the local corps. The arrangement expired in 1833, when the Maharana, having profited largely by it, willingly made a new Engagement (No. II) for eight years, and agreed to raise his contribution to Chitori Rupees 20,000 (Government Rupees 16,000). This treaty expired on the 31st May 1841. It was not renewed, but the Maharana expressed his readiness to allow the district to remain under British management so long as it might suit the convenience of the British Government.

Much was done towards the civilisation of the Mers by the British Government, and in 1847 an effort was made to procure the perpetual cession of the Mewar and Jodhpur shares. The Maharana agreed to a permanent transfer of his villages, on condition of his receiving in farm the districts of Jawad, Jiran, Nimach, &c., which had been assigned to the British Government by Sindhia for payment of the Gwalior Contingent, and to the restoration of which the Maharana conceived he had a right under the 7th Article of the Treaty of 1818 (No. I). The Maharana's Government, however, was so inefficient and oppressive that it was considered objectionable to put additional districts under his control. In this unsatisfactory state the British occupation of Merwara remained for many years. In 1872 and 1874 claims to a readjustment were put forward by Udaipur; but it was resolved not to change the existing arrangements. In 1881 when the accounts for the management of the District, showing a debit balance of upwards of Rs. 76,000 against Udaipur, were submitted to the Darbar, Maharana Sajjan Singh took the opportunity to press his claim to be put in possession of the Mewar villages. The British Government, with the view of removing difficulties connected with the adjustment of accounts, proposed to accept in future the revenues of Mewar-Merwara in full discharge of the Udaipur State's contributions towards the cost of the

administration of that tract, the expenses of the Mewar Bhil Corps (an account of which is given below) and of the Merwara Battalion, and further agreed that no demand should be made on the Darbar for arrears of payments. His Highness demurred to these arrangements, being apprehensive that his sovereign rights over Mewar-Merwara would be impaired in the eyes of his subjects by the discontinuance of the old system of accounts, and that his State would pecuniarily be a loser if the current revenue settlement of the District were revised. His Highness suggested as an alternative plan that territorial exchanges should be arranged between the Maharaja Sindhia and himself, by which certain villages possessed by the Gwalior Darbar in the neighbourhood of Nimach would, in exchange for villages of equivalent value in British territory, be transferred to Udaipur, in consideration for which arrangement he was willing to cede Mewar-Merwara to the British Government in full sovereignty.

This plan of territorial exchanges was not feasible at the time, and it was finally resolved to abide by the arrangements proposed in 1881. His Highness was at the same time given a distinct and definite assurance in a Kharita dated the 16th October 1883 (No. III) that his rights of sovereignty over Mewar-Merwara were in no wise prejudiced thereby. It was further stipulated that should the receipts from the District at any time exceed Rs. 66,000, which sum represents the contributions payable by Udaipur for the administration of Mewar-Merwara and the expenses of the two local corps, the surplus money should be paid in full to the Udaipur Darbar; and that the Resident, Mewar, should annually intimate to His Highness the Maharana, in a kharita, the aggregate revenue derived from the District during the preceding twelve months. His Highness signified his assent to these arrangements in a Kharita addressed to His Excellency the Viceroy and Governor-General under date the 13th November 1883 (No. IV).

The hill districts of Udaipur to the south and south-west are inhabited by wild and restless tribes of Bhils and Girasias, under Rajput Chiefs owing a nominal allegiance to Udaipur, holding rights of property in the land over which the Maharana has no power, and levying blackmail on neighbouring villages and a tax on the passage of goods and travellers, for whose safety they are considered responsible. Various injudicious attempts

to interfere with the prescriptive rights of these tribes drove them to revolt, and necessitated the employment of British troops for their coercion. It was found that without the constant supervision of British officers permanent peace could not be restored. Accordingly, it was proposed in 1838 to raise a Bhil Corps to be stationed in these districts. The Maharana of Udaipur offered to contribute towards the expenses of the corps the revenues of his share of Merwara, estimated at Rs. 45,000 and the Girasia tributes estimated at Rs. 40,000, and to make over the district for ten years to British management. The corps was raised in 1841 at a cost of Rs. 1,20,000 a year, of which Udaipur agreed to pay Rs. 50,000, but the civil control of the district was left with the Maharana. Since the formation of the corps the outbreaks of the Bhils have been suppressed ; but there has been a constant struggle between the native government seeking to oppress the Bhils and the Superintendent of Kherwara to protect them. In 1861 the cost of the corps was reduced to about Rs. 98,000 a year.

Captain Tod was the first Political Agent appointed to Udaipur. As the country was utterly disorganised, decided interference was necessary to restore the State to prosperity, and to enable it to perform with effect the stipulations of the Treaty of 1818 (No I) with the British Government. Captain Tod was therefore directed to take the whole control of affairs into his own hands. The result was that the net revenues which in 1819 were only Rs. 4,41,218, amounted in 1821 to Rs. 8,77,634. Towards 1821, however, this minute interference was gradually withdrawn. The consequence was that within two years the State was involved in debt, the British tribute remained unpaid, with arrears amounting to Rs. 7,90,747, and the incoming revenues of the State were anticipated. It became necessary again to place the State under the superintendence of the Political Agent. The Maharana was given an allowance of Rs. 1,000 a day, and certain districts were reserved for the regular payment of the tribute and the liquidation of arrears. The dependent state to which the Maharana was reduced, although the result of his own improvidence, was only authorised as a temporary measure, inasmuch as it paralyzed all spontaneous and individual action within the State. In 1826, therefore, the authority of the Maharana was re-established, and the interference of the Political Agent was withdrawn. Within a few months extravagance and oppression

became as rife as they had ever been before, and the roads became almost impassable to single travellers.

Maharana Bhim Singh died in 1828 and was succeeded by his son, Jawan Singh, who gave himself up to debauchery and vice. Within a few years the tribute again fell heavily into arrears, the State was overwhelmed with debt, and there was an annual deficit of two lakhs of rupees. Accordingly in 1838 the Court of Directors ordered that if the Maharana should fail in his engagements to liquidate the arrears, a territorial or other sufficient security should be required.

In August of the same year Jawan Singh died without issue, and was succeeded by his adopted son, Sardar Singh. He received an inheritance of debt amounting to Rs. 19,67,500, of which nearly eight lakhs were on account of tribute. Sardar Singh was very unpopular with his Chiefs, and in 1841 he proposed, with a view to strengthening his authority, to subsidize a regiment of infantry to be stationed at his capital; but the proposal was not accepted. He died in 1842 and was succeeded by his younger brother, Sarup Singh, whom he had adopted.

The financial embarrassments in which the Udaipur State was involved had led to repeated applications for a reduction in the amount of tribute, which, in 1826, had been fixed at three lakhs of Udaipur Rupees. In June 1846 it was reduced to two lakhs of Government Rupees by a kharita to the Chief dated 25th June 1846.

Sarup Singh died on the 17th November 1861, and was succeeded by his nephew and adopted son, Sambhu Singh, to whom the privilege of adoption was guaranteed (No. V) in the following year. The administration was conducted during his minority by a Regency Council with the aid of the advice of the Political Agent. The members were, as usual in such cases, appointed by Government, but it became necessary to dismiss three of them for misconduct, and in consequence of the gross perversion of justice by the Council, it was decided to confer judicial and revenue powers on the Political Agent during the minority of the Maharana.

One of the members of the Regency Council, Mehta Ajit Singh, who had been guilty of great atrocities in the name of justice, was proscribed as an outlay by the British Government. He surrendered in 1870 on the promise that his life should be spared, and the case having been voluntarily

placed in the hands of the British Government by the Mewar Darbar, he was sentenced to a term of imprisonment sufficient to mark the determination of Government to visit with serious displeasure any *quasi-judicial* acts of cruelty by whomsoever committed. He was further declared incapable of serving the State in any capacity. The Rao of Kotaria, a feudatory of Mewar, who had afforded shelter to Mehta Ajit Singh, died before any steps could be taken to mark the displeasure of Government with his conduct.

Maharana Sambhu Singh was entrusted with the management of his State in November 1865, and in 1866 agreed to cede lands unconditionally for railway purposes, but no formal agreement was concluded with him. In 1869 a Treaty (No. VI) was concluded with the Udaipur State, providing for the mutual extradition of persons charged with certain specified offences of a heinous nature. The Maharana's liberality during the distress which prevailed in Rajputana in 1869 met with the cordial approval of Government.

Maharana Sambhu Singh, who had been created a Knight Grand Commander of the Star of India, died on the 7th October 1874, aged twenty-seven. Sajjan Singh, his first cousin, aged about fifteen years, was selected as his successor, and the choice was confirmed by the British Government, a Council of Regency being appointed to carry on the administration during his minority aided by the advice of the Political Agent. Objections to the succession were, however, raised by his uncle, Sohan Singh. In spite of repeated warnings Sohan Singh refused to tender his allegiance to the Maharana, and as he continued to set his authority at defiance, a small force of Udaipur troops, aided by a detachment of the Mewar Bhil Corps, was sent to reduce his fort of Bagor. Sohan Singh surrendered without firing a shot, and was removed as a State Prisoner to Benares. He was, however, allowed to return to Udaipur on certain conditions in 1880.

In 1879 an Agreement (No. VII) was concluded with the State providing for the suppression of the manufacture of salt in Mewar; for the prevention of the import and export of any but British duty paid salt; and for the abolition of any transit duty on such. In return the British Government undertook to pay yearly to the Maharana Rs. 45,000, and to certain jagirdars and others, through the Maharana, Rs. 2,900, and to deliver

annually at Pachbadra for the use of the Maharana 1,000 maunds of good salt free of all charges.

In lieu of the stipulation in the sixth Article of the agreement, which allowed the Mewar Darbar to purchase 125,000 British Indian maunds of salt at half the full rate of duty, and at a price not exceeding 8 annas a maund, it was subsequently arranged (Government of India, Financial Department's letter No. 1211, dated the 14th June 1879) that a yearly payment of Rs. 1,56,250 be made to the Darbar on the understanding that the British Government levy full duty upon the 125,000 maunds of salt which the Darbar is allowed to purchase under that Article. The money is paid to the Darbar from the Ajmer Treasury on the 1st October in each year. The above arrangement is to continue so long as the British Government are satisfied that at least 125,000 maunds of salt paying British duty are annually purchased for the consumption of the people of Mewar. The Darbar on its part, with the view of benefiting its subjects, agreed (in 1880) to abolish the duties hitherto levied on many commodities, and retained them only on opium, cloth, cotton, tobacco, gur, iron, mahua (mhowa), and timber, ganja, and silk cloth (Gazette Notification, dated 5th March 1880). On the 22nd February 1887, in commemoration of Her Majesty the Queen's Jubilee, the Maharana issued a proclamation abolishing transit dues within his State on all articles except opium. (Gazette Notification, dated 25th March 1887).

Maharana Sajjan Singh was present at the Imperial Assemblage at Delhi on the 1st January 1877, on which occasion he was granted a personal salute of twenty-one guns, and in 1881 he was created a Knight Grand Commander of the Star of India.

On the 23rd December 1884 he died in his 26th year, leaving no issue. The Maharanis and Sardars unanimously selected for the *gadi* Fateh Singh who, through his father's adoption, belonged to the Sheorati branch of the ruling family. He was then 34 years old. This selection having been accepted and confirmed by the Supreme Government, Fateh Singh was installed on the 4th March 1885. He was invested with full powers of administration in August 1885, and created a Knight Grand Commander of the Star of India in February 1887.

In 1887 the Udaipur State concluded an Agreement (No. VIII) in modification of the Extradition Treaty of 1869 with the British Government. The

new Agreement provided that in the surrender of offenders from British India to Udaipur the procedure for the time being in force in British India should be followed.

A line of railway from Chitorgarh on the Rajputana-Malwa Railway to Debari station, about 8 miles from Udaipur, was constructed by the State and opened for traffic in August 1895: it was extended to Udaipur in August 1899. The line is 67·30 miles long and the Maharana retains jurisdiction over it.

In January 1897 an agreement was concluded with Rai Bahadur Seth Sobhag Mal Dhadha, Banker of Ajmer, under which he receives the surplus collections of the Udaipur and Kherwara Post Offices to the extent of Government Rs. 1,50,000 a year for the purpose of disbursing the monthly pay of the Mewar Bhil Corps. The Seth is paid a sum of Rs. 100 a month by Government for the maintenance of branches at Kherwara and Kotra for the payment of the troops at those stations.

On the occasion of the celebration of the Diamond Jubilee of Her Majesty the late Queen Victoria's reign in 1897, the Imperial Order of the Crown of India was conferred on the Maharani Sahiba, consort of the present Maharana, while the salute of the Maharana was raised from nineteen to twenty-one guns as a personal distinction.

An agreement dated the 17th October 1901, but taking effect from the 1st January 1898, was entered into between the Bombay, Baroda and Central India Railway Company and the Udaipur State providing for running powers on the Udaipur-Chitor Railway between the Berach signal and Chitorgarh stations, and for the interchange of rolling stock and traffic and the working of the Chitorgarh Station.

A sum of Rs. 2,12,978 was granted to the Bhumat Chiefs of the Kherwara and Kotra districts by the Government of India in 1900 and 1902 as a famine loan, for the repayment of which the Mewar Darbar made themselves responsible to the British Government, and agreements were executed by the Chiefs concerned. Owing, however, to the general unsatisfactory condition of the Hilly Tracts, the Government of India subsequently remitted in 1903 a portion of the loan.

Maharana Sir Fateh Singh was present at Delhi on the 1st January 1903, but was unable to attend the Coronation Darbar owing to indisposition.

The area of the Udaipur State is 12,690 square miles, and the population, according to the census of 1901, is 1,018,805 inclusive of Bhils, who number 118,138. The gross annual revenue of the State is estimated to be about Government Rs. 75,00,000 of which Rs. 25,50,000 belong to the Fisc, or State Treasury, and the balance is the income derived by jagirdars and muafidars.

The military force of Udaipur, including irregulars, but exclusive of the feudal quotas of jagirdars, consists (1905) of 56 serviceable and 72 unserviceable guns, 239 artillery men, 500 cavalry, 1,750 infantry, and 799 armed police.

The Maharana of Udaipur is ordinarily entitled to a salute of 19 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

#### *Feudatory Chiefs of Mewar.*

Ever since the connection of the British Government with Udaipur the Chiefs of that State have been involved in disputes with their nobles, who enjoy privileges and rights which do not prevail to the same extent in any other part of Rajputana. The greater number of the Feudatory Chiefs are descendants of former Ranas. Of these the most important are the *Chandawat* Chiefs, who are descended from Chanda, and of whom the most powerful is the Rawat of *Salumbar*. This Chanda, about the middle of the fourteenth century, gave up his claim to the succession in favour of his younger brother, Mokal, reserving for himself the first place in the Councils of the State. The Rawat of Salumbar, therefore, claims the office of chief hereditary councillor; and when the Treaty of 1818 (No. I) was concluded, an attempt was made, but without success, to obtain the guarantee of the British Government to this office being held by the Rawat.

Next in importance to the Chandawat Chiefs are the *Saktawats*, descended from Sakta, brother of Rana Partab, who ruled about the middle of the sixteenth century.

At the date of the first Treaty with the British Government these Chiefs had made themselves virtually independent of the Maharana, and one of the first acts of the Political Agent, who was invested with full control, was to draw up the Agreement of May 1818 (No. IX), between the Maharana and his Chiefs, by which the latter bound themselves to restore all the lands they had usurped or otherwise acquired during the last fifty



years. It was at the same time arranged that the Thakurs should hold available for the Maharana's service, for three months each year, quotas of two horsemen and four foot soldiers for every Rs. 1,000 of their revenue. The object of the Agreement was to restore territorial possession to the feoting on which it stood in the year 1766, when the ruin of Udaipur commenced.

The quotas furnished under this agreement were notoriously inefficient. Shortly after it was framed, in addition to service, the Maharana levied *chhatund* or a tax of one-sixth of their revenues; this was utilised at first to meet the expenses of the marriage of his daughters, but afterwards for purposes of police. The Chiefs objected to this tax, which was taken without their consent and was not devoted to the purposes for which it was professedly raised. In 1827, therefore, a new Agreement (No. X) was framed, the principle of which was that the Chiefs should pay the tax of one-sixth of their revenues and be excused half their service; that is to say, they should in future be bound to serve for three months in the year with only one horseman and two footmen for every Rs. 1,000 of revenue. This agreement was sanctioned by Government as the act of the Maharana and his Chiefs, but was not guaranteed. It was as inoperative as the Agreement of 1818. The oppressive measures of the Udaipur Government drove many of the Chiefs into rebellion, while the Maharana on his part complained of the failure of his Chiefs to perform their obligations. In 1840 a third Agreement (No. XI) was signed, only to be replaced by another (No. XII) five years later. Within two years disputes were as violent as ever, the Maharana complaining that the Chiefs did not perform their stipulated service, and the Chiefs alleging that service was demanded of them beyond the period agreed upon, and that their villages were attached and fines imposed on them on groundless and frivolous pretences.

In 1850 the Maharana confiscated a large portion of the estates of the Rawats of Salumbar and Deogarh for non-performance of their obligations, but his troops were expelled by these Chiefs, who forcibly retook possession of the confiscated villages. The Maharana and his Chiefs applied for the mediation of the British Government, and a full enquiry took place into the causes of dispute. In 1854 Sir Henry Lawrence negotiated a new Agreement (No. XIII), but this was signed only by the Maharana and four of his principal Chiefs. Its conditions were never fulfilled, and eventually

Government declared it to be null and void, but guaranteed the protection of the British Government to the Chiefs who had signed it. Under this guarantee the Maharana was compelled in 1861 to restore the estates of Mehta Sher Singh which he had confiscated. In 1862 a dispute arose about the succession to Salumbar, Rawat Kesri Singh having died heirless. Eventually Jodh Singh, the Rao of Bamora, succeeded, much against the wishes of the majority of the Salumbar Sardars and the Mewar Council of Regency, who appealed in vain to the Government of India to eject the usurper in favour of the Rao of Bhadesar whom they considered the rightful heir. The accession of the present Maharana in 1884 was the signal for a renewal of the strife between the Chief and his feudatories, and their relations have continued unsatisfactory ever since.

## (II.) DUNGARPUR.

This family is an offshoot of the House of Udaipur. On the fall of the Moghal Empire, Dungarpur, like other Rajput States, became tributary to the Marathas. It was at first arranged to divide the tribute of Rs. 35,000 levied from it between Sindhia, Holkar, and Dhar, but Dhar ultimately succeeded in establishing its exclusive right to the whole amount. This tributary claim was transferred to the British Government in return for its protection by the Treaty of 1818 (No. XIV) with Jaswant Singh.

The State having fallen into arrears of payment a separate Agreement (No. XV) was concluded in 1820 by which a sum of Rs. 35,000 (Salim Shahi) was accepted from the Maharawal in lieu of all arrears, while the annual tribute of the years 1819, 1820, and 1821 was to be paid in three instalments of Rs. 17,000, Rs. 20,000 and Rs. 25,000 in 1820, 1821 and 1822. After 1822 the British Government was to fix the amount of tribute in accordance with the 9th Article of the Treaty of 1818 (No. XIV). The tribute now paid is Rs. 17,500 (Salim Shahi Rs. 35,000). In January 1824 the Chief agreed (No. XVI) to pay, in addition to the above subsidy, the sum of Rs. 8,400 a year for the maintenance of a local force. But this engagement was never enforced, and was subsequently declared to be obsolete.

As in other States inhabited by wild hill tribes, it became necessary at an early period of the British supremacy to employ a military force to

coerce the Bhils, who had been excited to rebellion by some of the disaffected nobles. The Bhil Chiefs, however, submitted to terms in 1825 (No. XVII) before actual hostilities commenced.

The Maharawal, Jaswant Singh, was incapable as a ruler, and was besides addicted to degrading vices. For his incompetency and the disturbances of the peace which he created he was deposed (No. XVIII) in 1825, and his adopted son, Dalpat Singh, grandson of Sawant Singh, Chief of Partabgarh, was made Regent. In 1844 the succession to Partabgarh devolved on Dalpat Singh. At this time it was under consideration whether it would be best to unite Dungarpur and Partabgarh in one State, or whether a fresh adoption should be made by the Maharawal of Dungarpur, or whether Partabgarh should escheat to the British Government. Dalpat Singh was at last permitted to adopt, as his successor in Dungarpur, Udai Singh, the infant son of the Thakur of Sabli, and, while ruler of Partabgarh, to continue to be Regent of Dungarpur, during the boy's minority. On this occasion Jaswant Singh made an attempt to recover his authority and to elevate to the gadi the son of Himmat Singh, Thakur of Nandli; but he was unsuccessful, and the attempt resulted in Jaswant Singh's removal to Muttra, where he was kept under surveillance with an allowance of Rs. 12,000 a year.

Maladministration was the necessary result of the arrangement by which the regency was left in the hands of Dalpat Singh, who resided at Partabgarh. Accordingly, in 1852, he was removed from all authority in Dungarpur, and the State was put under a Native Agent appointed by the British Government to hold charge of the administration during the remaining years of the minority.

Maharawal Udai Singh, who did good service during the mutiny, attained his majority in 1857. In 1862 he received a Sanad (similar to No. V), guaranteeing to him the right of adoption. Maharawal Udai Singh died in February 1898, and was succeeded by his grandson, Bijey Singh, the present Chief, who was born on the 17th July 1887. Maharawal Bijey Singh is being educated at the Mayo College. He was present at the Coronation Darbar held at Delhi in 1903. Owing to the minority of the Chief the State is under direct management, the administration being carried on, under the close supervision of the Assistant Resident in Mewar, whose head-quarters are at Dungarpur, by a State Council of which the Assistant Resident is also President.

In 1869 an extradition Treaty (No. XIX) was concluded with the Dungarpur State. But in 1887 an Agreement (No. XX) was framed in modification of the Treaty of 1869, providing that in the extradition of offenders from British India to Dungarpur the procedure for the time being in force in British India should be followed. In February 1903, the Darbar accepted the Border Court Rules of 1877.

In 1903 the Darbar guaranteed the Government Telegraph Department against loss in the construction of a telegraph line from Rutlam to Dungarpur *via* Banswara.

The Salim Shahi and Chitori currencies were converted into British currency in 1904.

The Maharawal has agreed to give lands for railway purposes free of cost; to cede full jurisdiction in them short of sovereign rights; and to surrender all transit duties on goods passing through his territory. There is however no formal engagement to this effect.

The area of Dungarpur is 1,447 square miles, with a population, according to the census of 1901, of 100,103, including Bhils who number 33,887. The gross khalsa revenue of the State is about Rs. 1,70,000. No local corps or contingents are kept up at the expense of the State. The military force consists (1905) of 2 serviceable and 5 unserviceable guns, and 204 armed police.

The Chief is entitled to a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

### (III.) BANSWARA.

Banswara was originally part of Mewar, but became independent of it prior to the establishment of the supremacy of the British Government, who recognised Banswara as a separate power. In 1812 the Chief of Banswara offered to become tributary to the British Government on condition that the Marathas were expelled; but no definite relations were formed with him till September 1818, when a Treaty (No. XXI) was concluded, by which, in consideration of the protection of the British Government, Maharawal Umed Singh agreed to act in subordinate co-operation with the British Government, and to settle his affairs in accordance with its advice; to abstain from disputes and political correspondence with other Chiefs; to

pay a tribute equal to three-eighths of his revenues ; and to furnish troops when required. The Maharawal, however, denied his obligation to be bound by this Treaty which was negotiated by his accredited Agent, and although it was declared to be binding on him, it was thought best—especially as the Dhar State had in the meantime, by the Treaty of Badnawar, formally concluded on the 10th January 1819 (see Volume IV, Dhar) ceded to the British Government its tribute claims on Dungarpur and Banswara—to conclude a new Treaty (No. XXII), which was ratified on the 13th February 1819. By this treaty Banswara came formally under the protection of the British Government. The chief modifications it involved were, that the Maharawal was to pay to the British Government all arrears of tribute due to Dhar or any other State, and annually whatever tribute the British Government might deem adequate to cover the expense of protection, provided it did not exceed three-eighths of the revenues ; and that the British Government was to assist in bringing under control any relatives or connections of the Chief, his heirs and successors, who might prove disobedient.

The above provisions were supplemented in 1820, as in the case of Dungarpur, by a separate Agreement (No. XXIII) by which the Maharawal was to pay, in 6 yearly instalments, a sum of Salim Shahi Rupees 35,000 in full satisfaction of all arrears due to Dhar or any other State, while the tribute to the British Government for the years 1819, 1820, 1821, was fixed at Salim Shahi Rupees 17,000, Rupees 20,000, and Rupees 25,000, respectively. On the 11th February 1823 another similar Agreement (No. XXIV) was made fixing the tribute for the years 1822 to 1825 as follows : Salim Shahi Rupees 24,000 ; Rupees 25,000 ; Rupees 26,000 ; Rupees 34,000. From 1825 to 1831 the demand was Salim Shahi Rupees 35,000. At the end of that time the settlement was to be liable to fresh revision in accordance with the 9th Article of the Treaty of December 1818 (No. XXII).

In 1831 a fresh arrangement was sanctioned (Government letter of 13th August 1831, to Resident, Indore) ; the tribute was again in arrears, and the settlement made was for five years. But the Maharawal failed to observe it. In 1836 he owed arrears of tribute amounting to about Salim Shahi Rupees 1,70,000 ; the country was badly governed, and was impoverished. The Government of India were somewhat inclined to assume the administration ; but the Maharawal promised amendment, and in a Kharita dated the 9th June 1836 (No. XXV) undertook the payment of the

tribute and arrears in instalments decreasing from Salim Shahi Rupees 55,000 in 1836-37 to Rupees 44,385 in 1843-44. Some time after this settlement the Banswara tribute proper is mentioned as being confined to Salim Shahi Rupees 35,000 a year, at which amount it has since stood.

In 1824, an Engagement, identical with that made with Dungarpur, (No. XVI) was effected with Banswara, by which the Chief agreed to pay, in addition to the subsidy, the sum of Rs. 8,400 a year for the maintenance of a local force. The engagement, however, was never enforced and was subsequently declared to be obsolete.

Umed Singh was succeeded by his son, Bhawani Singh, who in his turn was succeeded by his adopted heir, Bahadur Singh. The latter adopted Lachhman Singh. Lachhman Singh's succession to the *gadi* was disputed by Man Singh, Thakur of Khandu, who conceived that a son of his own had preferable claims; but he eventually withdrew his opposition on receiving a remission of Rs. 1,300 a year in the tribute which he paid to the Banswara State. In 1862, Maharawal Lachhman Singh was granted a Sanad (*see* No. V) guaranteeing him the right of adoption.

In 1866, a dispute took place between the Chief of Banswara and his feudatory, the Rao of Kusalgarh, relative to an alleged attack by the latter on a Banswara police station, in the course of which a Kusalgarh prisoner was stated to have been released and three men to have been killed. The Rao of Kusalgarh was called upon to give up the released prisoner, and as he failed to comply, his villages in Ratlam were attached. It was subsequently discovered that the whole story was a fabrication. As a punishment for the deceit practised by the special direction of the Maharawal, the salute to which he was entitled was reduced from fifteen to eleven guns for a period of six years from the 1st August 1869, and he was required to pay a sum of Rs. 6,267 to the Rao of Kusalgarh as compensation for the loss inflicted on him by the attachment of his villages. It was decided that this sum should be made good by annual remissions of the tribute due by Kusalgarh to Banswara, but the tribute was still to be tendered, so as to leave no ground for any future claim to exemption or independence on the part of Kusalgarh. The opportunity was taken about this time to make a rule that Banswara should exercise no interference with the internal administration of the affairs of Kusalgarh, and that the Rao should be allowed to collect his own

customs within his estate : on the other hand, the tribute of Rs. 1,100 per annum due to Banswara from Kusalgarh was to be punctually paid, and all requisitions made upon the Rao by the representative of the British authority when they related to the lawful demands of Banswara were to be satisfied without demur. In addition to these measures a Political Assistant was deputed to Banswara in direct subordination to the Political Agent, Mewar. His salary and that of his office establishment were defrayed from an increase of Salim Shahi Rs. 15,000 (Government Rs. 11,741-10) made, under Article 9 of the Treaty of 25th December 1818 (No. XXII), to the yearly tribute levied from Banswara. Whatever balance remained of the increased tribute was to have been spent on works of public improvement. In 1834, however, it was decided that in future, as the Political Officer was also in charge of Partabgarh, not more than Rs. 500 a month of his pay, *plus* a fair proportion of his travelling and office expenses, should be charged against the Banswara tribute. In 1889, owing to the increasing financial embarrassments of the State, the enhanced tribute of Salim Shahi Rupees 15,000 was conditionally reduced to Government Rupees 5,000 and the accumulated savings from the enhanced tribute since 1834, amounting to about Rs. 18,000, were credited to Government in part payment of debt due on amount of arrears of tribute.

The Chief agreed in 1865 to give land free of cost for railway purposes ; to cede full jurisdiction in them short of sovereign rights ; and to surrender all transit duties on goods passing through his territory. No formal engagement, however, to this effect has been concluded.

An extradition Treaty (No. XXVI) was concluded with Banswara in 1868, but this was modified by the Agreement of 1887 (No. XXVII), which provided that in the extradition of offenders from British India to Banswara the procedure for the time being in force in British India should be followed.

In 1873 a serious affray took place between Banswara and Partabgarh relative to the possession of a border village. An enquiry into the circumstances of the case was held, and it was ascertained that Banswara had committed an unprovoked attack on a village which indisputably belonged to Partabgarh, and had supported its encroachments on Partabgarh territory by the production of false evidence. The Maharawal was therefore informed that his full salute could not be restored to him.

On the occasion of the Delhi Darbar held on the 1st January 1877 the Chief's permanent salute was fixed at eleven guns; but this was restored in 1878 to one of fifteen guns, Maharawal Lachman Singh's personal salute, however, remaining at eleven guns till February 1880, when his full salute was re-granted to him.

In 1883 a set of rules for facilitating the surrender of criminals in the States of Banswara and Partabgarh received the approval of the Government of India.

The differences which had existed between the Maharawal and his Thakurs regarding taxation and points of etiquette were amicably settled in 1883 (No. XXVIII). It was decided that the ancient custom in regard to ceremonial observances should prevail in future. The land revenue was reduced by four annas in the rupee. The indefensible system of "Polri Chittis" and the issue of new "Pattas" to Thakurs on succession were abolished. The families and relatives of the Thakurs were allowed the right of adoption. The Sardars in return promised compliance in future with all reasonable behests of the Darbar, such as surrender of criminals, etc.

After the famine of 1900, it was found necessary, owing to serious financial embarrassment and mal-administration, to place the State under the direct control of an Assistant to the Resident and a Council selected by Government. A loan of Rs. 2,50,000 was advanced by Government, which is being repaid by instalments of Rs. 25,000 a year. All miscellaneous debts have been paid off, and the administration is being gradually reformed. In 1904 the depreciated Salim Shahi currency was converted into British currency.

In the same year the Darbar agreed to guarantee the Government Telegraph Department against loss in the construction of a telegraph line from Rutlam to Dungarpur *via* Banswara.

Maharawal Lachhman Singh died on the 29th April 1905, and was succeeded by his eldest son, the present Maharawal, Shimbhu Singh, who was born in 1869. He was invested with ruling powers on the 11th January 1906.

Including its feudatory of Kusalgarh, the area of Banswara is 1,946 square miles; its population, by the census of 1901, is 165,350, including



104,329 Bhils; and its gross Khalsa revenue about Government Rs. 1,70,000. The State possesses (1905) 6 unserviceable guns.

The Chief is entitled to a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

#### (IV) PARTABGARH.

The Maharawat of Partabgarh is descended from a junior branch of the Udaipur House. From the time of the establishment of the Maratha power in Malwa the Chief of Partabgarh paid tribute to Holkar. The first connection of the British Government with this State was formed in 1804 (No. XXIX), the Chief then on the *gadi* being Sawant Singh; but this alliance was dissolved under the policy introduced by Lord Cornwallis of withdrawing from connection with the Western Rajput States. Partabgarh, however, was again taken under protection by the Treaty of October 1818 (No. XXX). In lieu of the local force of fifty horse and two hundred foot, stipulated for in Article 4 of the Treaty, the Chief engaged (No. XXXI) in 1823 to pay an annual subsidy of Rs. 12,000 till the year 1826, after which the subsidy was to be doubled. But this engagement was never enforced, and in 1840 it was abrogated and the original obligation of the 4th Article of the Treaty of 1818 was declared to be still operative (Government letter No. 1480, dated the 30th November 1840).

Under the 4th Article of the Treaty of Mandsaur (Mandisor) (*see* Vol. IV, Indore), the British Government acquired a right to the tribute levied by Holkar in Partabgarh. In consideration, however, of the political influence lost by Holkar under that Treaty it was resolved to account to him annually for the amount of the tribute, which is therefore paid to him from the British treasury. The present tribute is Rs. 36,350 (Salim Shahi Rupees 72,700), but the British Government continues to pay to the Indore State Rs. 57,874-3-2, which was the equivalent of Salim Shahi Rupees 72,700 at the time when the original arrangement with Holkar was made.

Sawant Singh died in 1844 and was succeeded by his grandson, Dalpat Singh. The latter had previously succeeded to the State of Dungarpur on the deposition of Jaswant Singh by whom he had been adopted. On his succession to Partabgarh he relinquished Dungarpur to Udai Singh, son of

the Thakur of Sabli. In 1862 Dalpat Singh was guaranteed (*see* No. V) the right of adoption.

The Darbar agreed in 1865 to give land for railway purposes free of cost; to cede in them full jurisdiction short of sovereign rights; and to surrender all transit duties on goods passing through their territory. But no formal agreement was concluded on either point.

Maharawat Dalpat Singh died in 1864 and was succeeded by his son, Udai Singh, then seventeen years of age. Udai Singh died without issue on the 15th February 1890. Raghunath Singh, Maharaj of Arnod (under Partabgarh), aged 32, being the nearest surviving relative of the late Chief, was selected as his successor, and the choice was confirmed by the British Government. He was invested with full powers on the 10th January 1891, but owing to the extravagances of Udai Singh and to the loss of revenue caused by the famine of 1899-1900 it has become necessary for the British Government to exercise through its Political Officers some control over the finances of the State.

An extradition Treaty (No. XXXII) was concluded with Partabgarh in 1869, but this was modified in 1887 by an Agreement (No. XXXIII) which provided that in the extradition of offenders from British India to Partabgarh the procedure for the time being in force in British India should be followed.

In 1883 a set of rules for facilitating the arrest and surrender of criminals in the States of Banswara and Partabgarh received the approval of the Government of India. An agreement was recorded by the State on the 7th September 1903 notifying its acceptance of the Border Court rules of 1877.

In 1904 the local Salim Shahi currency was replaced by British currency.

The area of the State is 886 square miles; the population, according to the census of 1901, is 52,025, including 11,513 Bhils; and the gross Khalsa revenue Rs. 2,20,000. No local corps or contingents are maintained at the expense of the State.

The military force of the State, excluding jagirdars' levies, consists (1905) of 13 gunners, 19 unserviceable guns, 22 cavalry, and 76 infantry.

The Chief receives a salute of 15 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

## No. I.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARANA BHEEM SING, Rana of Oudeypore, concluded by MR. CHARLES THEOPHILUS METCALFE, on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and by THAKOOR AJEET SING, on the part of the Maharana, in virtue of full powers conferred by the Maharana aforesaid—1818.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the two States from generation to generation, and the friends and enemies of one shall be the friends and enemies of both.

## ARTICLE 2.

The British Government engages to protect the principality and territory of Oudeypore.

## ARTICLE 3.

The Maharana of Oudeypore will always act in subordinate co-operation with the British Government, and acknowledge its supremacy and will not have any connection with other Chiefs or States.

## ARTICLE 4.

The Maharana of Oudeypore will not enter into any negotiation with any Chief or State without the knowledge and sanction of the British Government ; but his usual amicable correspondence with friends and relations shall continue.

## ARTICLE 5.

The Maharana of Oudeypore will not commit aggressions upon any one ; and if by accident a dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

## ARTICLE 6.

One-fourth of the revenues of the actual territory of Oudeypore shall be paid annually to the British Government as tribute for five years ; and after that term three-eighths in perpetuity. The Maharana will not have any connection with any other power on account of tribute ; and if any one advance claims of that nature, the British Government engages to reply to them.

## ARTICLE 7.

Whereas the Maharana represents that portions of the dominions of Oudeypore have fallen by improper means into the possession of others, and solicits the restitution of those places; the British Government, from a want of accurate information, is not able to enter into any positive engagement on this subject, but will always keep in view the renovation of the prosperity of the State of Oudeypore and after ascertaining the nature of each case, will use its best exertions for the accomplishment of that object, on every occasion on which it may be proper to do so. Whatever places may thus be restored to the State of Oudeypore, by the aid of the British Government, three-eighths of their revenues shall be paid in perpetuity to the British Government.

## ARTICLE 8.

The troops of the State of Oudeypore shall be furnished according to its means, at the requisition of the British Government.

## ARTICLE 9.

The Maharana of Oudeypore shall always be absolute ruler of his own country, and the British jurisdiction shall not be introduced into that principality.

## ARTICLE 10.

The present Treaty of ten articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Thakoor Ajeet Sing Bahadoor, the ratifications of the same by His Excellency the Most Noble the Governor General and Maharana Bheem Sing shall be mutually delivered within a month from this date.

*Done at Delhi, this 13th day of January, A.D. 1818.*

(Sd.) C. T. METCALFE.

L. S.

(Sd.) THAKOOR AJEET SING.

Governor-  
General's  
Small Seal.

(Sd.) HASTINGS.

Ratified by His Excellency the Governor-General, this 22nd day of January 1818, in Camp at Cocher.

(Sd.) J. ADAM,

*Secretary to the Governor-General.*

## No. II.

AGREEMENT entered into by LIEUTENANT-COLONEL LOCKETT, Agent to the Governor General for the States of Rajpootana, on the part of the HONOURABLE COMPANY, and MEHTA SHERE SING PURDHAN, SHAM NATH PUROHIT, and RAI CHIRUNJEE LALL, the accredited Agents of the Government of Oudeypore, for continuing in the possession of the British Government for a further period of eight years, *viz.*, from 31st May 1833 to 31st May 1841, that portion of the Oudeypore lands comprised in the tract called Mugra Mairwarra. Concluded at Beawur on the 7th March 1833, with the consent of both parties.

## ARTICLE 1.

The arrangements now in force for the management of the villages comprised in the Oudeypore share of Mugra Mairwarra to continue for a further period of eight years as stated above.

## ARTICLE 2.

As the existing arrangement entails upon the British Government considerable expense, while it tends to the increased advantage of the State of Oudeypore, it is stipulated and agreed that the Durbar of Oudeypore shall pay to the British Government, in addition to the sum of Rupees 15,000 hitherto annually paid by them to defray the expenses of the Cantonment of Beawur, the further sum of Rupees 5,000 per annum; or in all Rupees 20,000, which will cover the expenses of the collection of the revenues also for eight years longer.

## ARTICLE 3.

Two Mootsuddies shall always remain in attendance upon Major Hall for the purpose of examining the reports of the collections from the villages in the Oudeypore share of Mairwarra; and they shall prepare and compare the accounts of collections from those villages with the Mootsuddies of the British Government.

## ARTICLE 4.

A copy of this Agreement shall be transmitted to the Durbar of Oudeypore after the sanction of the Right Honourable the Governor-General shall have been obtained.

## No. III.

KHARITA from HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA to HIS HIGHNESS MAHARANA DHIRAJ SAJJAN SINGH, G.C.S.I., of OUDEYPORE, dated the 16th October 1883.

MY HONOURED AND VALUED FRIEND,

I have had under long and careful consideration the "Kharita" which Your Highness addressed on the 24th February 1882 to my Officiating Agent in Rajputana, with reference to the district of Meywar-Mairwarra. In the year 1881 a somewhat similar representation from Your Highness received my full attention. I then caused my Agent in Rajputana to communicate to Your Highness my opinion that the tenure on which the British Government administers the district of Meywar-Mairwarra was a matter involving questions of intricacy, and that a discussion about it did not appear to be expedient. At the same time I expressed my desire of removing, as far as possible, all difficulties connected with the adjustment of the accounts of the district. With this view I determined that the revenues of Meywar-Mairwarra should in future be accepted in full discharge of contributions due from the Oudeypore State towards the Meywar Bhil Corps, the Mairwarra Battalion, and the cost of the administration of the district itself. I further consented to forego a claim on Your Highness for arrears amounting to more than Rs. 76,000, on the understanding that in future the system of rendering accounts of the district to Your Highness should be discontinued as tending to give rise to unprofitable discussions about small matters.

Your Highness, while cordially recognising the liberal spirit in which this decision had been conceived, expressed an apprehension lest your rights of sovereignty over Meywar-Mairwarra should be impaired in the eyes of your subjects by a discontinuance of the former system of rendering accounts. Moreover, Your Highness anticipated, in view of a revision of the current revenue settlement of the district, that the new arrangements might not ultimately prove to be profitable to the Oudeypore State. Your Highness therefore suggested as an alternative plan that territorial exchanges should be arranged between Your Highness and the Maharaja Sindia in order to transfer to you certain outlying villages which are now possessed by the Gwalior Darbar, and in consideration for which Your Highness would be prepared to cede Meywar-Mairwarra to the British Government in full sovereignty.

My friend ! It will always give the greatest gratification to the representative of Her Majesty the Queen-Empress in this country to meet to the utmost the wishes of a Chief so loyal and enlightened as Your Highness. But the careful enquiries which I have instituted have shown that the territorial exchanges indicated by Your Highness could not at the present time be conveniently carried out. I have therefore reluctantly been compelled to give up the idea.

It has, however, been suggested to me that the arrangements made in the year 1881 would be more agreeable to Your Highness if they were rendered more explicit by distinct assurance that they were not intended to prejudice or affect in any way Your Highness's rights of sovereignty over the Meywar-Mairwarra District. Such an assurance I now readily give, and I trust that it may remove from Your Highness's mind all uneasiness in this matter. The revision of the current settlement in the whole of Ajmere-Mairwarra has recently been under my consideration, and I am of opinion that in Meywar-Mairwarra no great enhancement of the revenue demand can be expected. But to provide against such a contingency, I am willing to undertake that, if the receipts from the district should at any time exceed Rs. 66,000 per annum, which sum represents the amount of the contributions payable by Your Highness on account of its administration and of the Meywar Bhil Corps and the Mairwarra Battalion, the surplus proceeds shall be paid over to the Oudeypore State. The Resident in Meywar will also be instructed to annually inform Your Highness in a "Kharita" of the amount of the revenues of the Meywar-Mairwarra District during each year as it closes. I need not, however, explain to Your Highness that this statement will be furnished not in order to revive the system of rendering and examining accounts which has been found inconvenient in the past, but merely for Your Highness's perusal and information.

I feel assured that Your Highness will receive this statement of my views on an important and difficult matter in the cordial and loyal spirit which has always marked Your Highness's relations with the British Government.

I beg to express the high consideration which I entertain for Your Highness, and to subscribe myself.

Your Highness's sincere friend,

SIMLA;

RIPON,

*The 16th October 1883.* } *Viceroy and Governor-General of India.*

#### NO. IV.

TRANSLATION of a KHARITA from HIS HIGHNESS the MAHARANA of Oodeypore to HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of India, dated 13th November 1883.

*After compliments.*—I have received, in reply to the request which I addressed to Your Excellency with reference to the arrangement notified in 1881, affecting the district of Meywar-Mairwarra, Your Excellency's

kind and friendly Kharita, dated the 16th October 1883, in which you assure me that the wish of the Darbar for the exchange of the district is not conveniently at the present time practicable ; that the arrangement which has now been made is not intended to interfere with or affect the sovereign rights of the Darbar over the tract ; that if at any time the revenue of the district shall exceed the sum of Rs. 66,000 yearly, which sum is payable by the Darbar on account of management charges, the Meywar Bhil Corps and the Mairwarra Battalion, the surplus will be paid to the Oodeypore State ; and that the Resident in Meywar will be instructed to convey by Kharita at the end of each year intimation regarding the revenue of Meywar-Mairwarra ; while with regard to myself, after alluding in courteous terms to my loyalty, you were good enough to say that you would always find much pleasure in being able to gratify my wishes.

2. Regarding Meywar-Mairwarra requests have for a considerable period been preferred, but it has been reserved for Your Excellency's administration to take the matter into consideration, and to devise an arrangement favorable to me so far as present circumstances permit. I have from the first felt assured of your kind and liberal feelings, and this reliance has been further strengthened by the conveyance of the kind intimation that, in the future, the Representative of Her Majesty the Queen-Empress in this country will, in the matter of the achievement of my wishes, evince the utmost consideration. For which assurance I have the pleasure to tender Your Excellency my thanks.

### NO. V.

#### ADOPTION SUNNUD granted to RANA SUMBHOO SINGH of MEYWAR (Oudeypore)—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements which record its obligations to the British Government.

*Dated 11th March 1862.*

(Sd.) CANNING.

Similar Sanads were granted to Dungarpur, Banswara, Partabgarh, Jaipur, Kishangarh, Jodhpur, Jaisalmer, Bundi, Kotah, Jhalawar, Shahpura, Bharatpur, Karauli, Alwar, Dholpur, Bikaner, and Sirohi.



## No. VI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS SUMBHOO SING, MAHARANA of OUDEYPORE, MEYWAR, his children, heirs, and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEYWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. & V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HONORABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. & G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the MAHARANA SUMBHOO SING BAHADOOR—1868.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Meywar State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Meywar, committing a heinous offence within the limits of the Meywar State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 3.

That any person other than a Meywar subject committing a heinous offence within the limits of the Meywar State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Agent in whom the political supervision of Meywar may be invested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of

criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |  |
|---|--|
| 1. Murder.  | 11. Robbery.                                   |
| 2. Attempt to murder.                                 | 12. Burglary.                                  |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                              |
| 4. Thuggee.   | 14. Arson.                                     |
| 5. Poisoning.   | 15. Forgery.                                   |
| 6. Rape.  | 16. Counterfeiting coin or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                  |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.     |
| 9. Selling females.                                   | 19. Abetting the above offences.               |
| 10. Dacoitee.   |  |

#### ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

#### ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

*Done at Oudeypore this sixteenth day of December in the year of Our Lord 1868, corresponding with the third day of the light portion of the month of Poos, Sumbut 1925.*

(Sd.) A. R. E. HUTCHINSON, *Lieut.-Col.,*  
*Offg. Poltl. Agent, Meywar.*

Seal and signature of the Maharana of Oudeypore.

(Sd.) MAYO,  
*Viceroy and Govr.-Genl. of India.*

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 22nd of January 1869.

(Sd.) W. S. SETON-KARR,  
*Secy. to Govt. of India.*

## NO. VII.

MEYWAR SALT AGREEMENT, dated the 12th February 1879.  
RATIFIED THE 8TH MAY 1879.

## ARTICLE 1.

His Highness the Maharana of Oodeypore agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Meywar State, from the date on which this Agreement comes into force.

Provided that if at any subsequent time His Highness the Maharana desires to reconstruct and re-open works sufficient for the manufacture of a quantity of edible salt not exceeding 15,000 maunds annually, the British Government, on receiving notice not less than twelve months beforehand, will allow certain works selected by officials of the Maharana to be re-opened under proper safeguards and conditions. Returns of the outturn of such works shall be furnished annually to the British Government.

## ARTICLE 2.

His Highness the Maharana agrees to prevent the import into, and export from, Meywar of any salt whatever other than salt on which duty has been levied by the British Government and the one thousand maunds of salt mentioned in Article 6.

## ARTICLE 3.

No transit duty shall be levied within the Meywar State upon salt upon which duty has been levied by the British Government.

## ARTICLE 4.

In consideration of the faithful and effective observance of the conditions specified in Articles 1 and 2 of this Agreement, the British Government agree to pay yearly to His Highness the Maharana of Oodeypore the following sums in British currency :—

For compensation for loss of revenue to the State, and to landholders caused by the suppression of the salt-works so long as all salt-works shall remain closed in Meywar—Rupees two thousand and nine hundred (2,900). And His Highness the Maharana agrees to distribute out of the sum of rupees two thousand and nine hundred aforesaid, the sums allotted to the several jagirdars and others entitled to compensation in accordance with Schedule A attached to this agreement.

For the charges which may be incurred by His Highness the Maharana in preventing the re-opening of the suppressed works or the extension of any works hereafter opened by permission, and in preventing the illicit export of salt—Rupees ten thousand (10,000).

## ARTICLE 5.

In consideration of the effective observance by His Highness the Maharana of Oodeypore of the conditions specified in Article 3 of this

Agreement, and having regard to the probable diminution of the Maharana's present revenue from transit duties upon salt, which is to be anticipated from the levying of the British duty at the salt sources in Marwar, and elsewhere, the British Government agree to pay to His Highness the Maharana annually the sum of Rupees thirty-five thousand (35,000).

#### ARTICLE 6.

The British Government agree to permit His Highness the Maharana of Oodeypore to purchase annually from the salt-works at Pachbadra, for the consumption of the people of his State, at a price which shall not exceed a maximum of eight annas per maund, one hundred and twenty-five thousand (1,25,000) British Indian maunds of salt, in equal half-yearly instalments. The British duty on the salt thus purchased shall be levied at half the full rate of duty at the time leviable at the works from which the salt is supplied.

Provided that, in the event of any salt-works being re-opened in Meywar, under the 1st Article of this Agreement, the estimated yield of those works may, if the British Government so desire, be deducted from the quantity of salt allotted under this Article.

The British Government also undertake to deliver annually at Pachbadra, for the use of His Highness the Maharana, one thousand maunds of salt of good quality, free of all charges whatsoever.

The salt mentioned in this article shall be forthwith removed into the Meywar State, and shall not be re-exported therefrom.

#### ARTICLE 7.

If any considerable stocks of salt be proved to exist within the Meywar State, when this Agreement comes into force, the Maharana will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as His Highness may fix in concurrence with the Political Agent, or of paying the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owners aforesaid accepting the latter alternative, they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise.

#### ARTICLE 8.

In the event of its being proved by experience that the arrangements made in accordance with this Agreement by His Highness the Maharana of Oodeypore for the safety of the British salt revenue are practically insufficient, or in the event of its being proved to the full satisfaction of the British Government, that the quantity of salt provided for the consumption and use of the people of the Meywar State in Article 6 is materially insufficient, this Agreement will be open to revision.

## ARTICLE 9.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

## SCHEDULE A.

*List of Jagirdars and others entitled to compensation on account of the suppression of the salt-works in Meywar under Article 4 of the Agreement between the British Government and His Highness SUJJUN SINGH, Maharana of Oodeypore.*

Name of Jagirdars, &c.	Amount of compensation.	REMARKS.
Oodeypore Rs. a. p.	Rs.	
1. Chief of Juwass . . . 80 0 0		
2. „ Para . . . 80 0 0		
3. „ Madree . . . 127 8 0		
4. „ Chanee . . . 21 4 0		
5. „ Thanna . . . 8 0 0		
6. „ Joorah . . . 375 0 0		
7. „ Oghna . . . 98 0 0		
8. „ Panurwa . . . 328 0 0		
Total . . . 1,117 12 0=		
British currency . . .	900	
9. Jagirdar of Kalias . . . . .	290	
10. Rawut of Asin . . . . .	500	On account of Bhoj Sagur Bhateru, Gopal Sagur Dulapura, Thalan, Ameshar, Bursari, &c.
11. Village of Rugnathpura . . . . .	150	
12. Thakur of Sardargarh . . . . .	50	
13. „ Badnor . . . . .	175	On account of Karsada, Chandra, Jarura Khera, Ropura, Jabarka, Tonkurwar, &c.
14. Jagirdar of Dholi . . . . .	175	
15. Rawut of Sagramgarh . . . . .	120	On account of Sagramgarh, Kanpura, Gulabpura, etc.
Carried over . . .	2,360	

*List of Jagirdars and others entitled to compensation on account of the suppression of the salt-works in Mejwar, &c.—continued.*

Names of Jagirdars, &c.	Amount of compensation.	REMARKS.
	Rs.	
Brought forward .	2,360	
16. Rawut of Batharra . . . .	15	
17. Charnus of Jeitpura . . . .	75	
18. Village of Nathji-ka-Khera . . . .	6	
19. Baba Surut Singh of Kerjoli . . . .	2	
20. Rawut of Kotharia . . . .	2	On account of Jar.
21. Maharaj of Bhonas . . . .	1	
22. Rawut of Deogarh . . . .	1	On account of Leswa.
23. Jagirdar of Godas . . . .	2	
24. Charans of Khera . . . .	30	
25. Village of Kanwalias . . . .	1	
26. Baba Gaj Singh of Salera . . . .	2	
27. Jagirdar of Nadsa . . . .	1	
28. Rawut of Giangarh . . . .	5	
29. „ Kanor . . . .	3	
30. Jagirdar of Lachora . . . .	1	
31. „ Dowlutgarh . . . .	4	
32. „ Motras . . . .	70	
33. Rawut of Bohera . . . .	2	On account of Bansra.
34. Maharaj of Bhindur . . . .	5	On account of Par.
35. Rawut of Bemali . . . .	3	
36. Raja of Kharera . . . .	4	
37. Rawut of Meja . . . .	3	
38. Jagirdar of Rampura . . . .	23	
Carried over .	2,618	

*List of Jagirdars and others entitled to compensation on account of the suppression of the salt-works in Meywar, &c.—concluded.*

Names of Jagirdars, &c.			Amount of compensation.	REMARKS.
			Rs.	
Brought forward ...			2,618	
39. Raja of Banera	...	...	10	On account of Kimdal, Kaloasi, Musi, Zorawarpura, &c.
40. Rao of Amet	...	...	1	On account of Nari.
41. Jagirdar of Lamba	...	...	5	
42. Babaji of Ghurla	...	...	6	
43. Thakur of Rupaheli	...	...	21	
44. Maharaj of Kheria	...	...	5	
45. Village of Pachuria-Khera	...	...	2	
46. Jagirdar of Tilolia	...	...	1	
47. Village of Dopura	...	...	4	
48. Darbar on account of Crown lands	...	...	210	
49. Jagirdar of Negra	...	...	3	
50. Village of Baroba	...	...	4	
51. „ Kaota	...	...	10	
TOTAL			2,900	

No. VIII.

AGREEMENT supplementary to the TREATY of 1869 regarding EXTRADITION—1887.

Whereas a treaty relating to the extradition of offenders was concluded on the 22nd January 1869 between the British Government and the Oodeypore State: And whereas the procedure prescribed by the treaty for the extradition of offenders from British India to the Oodeypore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Oodeypore State that the provisions of the treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Oodeypore State, but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Oodeypore on the nineteenth day of July A. D. one thousand eight hundred and eighty-seven.

Seal.

(Sd.) S. B. MILES, *Lieut.-Col.,*  
*Offg. Resident, Meywar.*

Seal.

(Sd.) In Vernacular,  
*Maharana of Oodeypore.*

(Sd.) DUFFERIN,

*Viceroy and Govr.-Genl. of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A. D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,

*Secy. to Govt. of India.*

## No. IX.

### CAPTAIN TOD'S KAULNAMAH of 4th May 1818.

*1st.*—All lands Khalsa obtained since the troubles and all lands seized by one Chief from another shall be restored.

*2nd.*—All new Rukhwaree, Bhoom, Lagut, shall be renounced.

*3rd.*—Dan, Biswah, the right of the Government, shall be renounced from this day ; such belongs to the Durbar alone.

*4th.*—No Chiefs shall permit thefts in their estates. They shall entertain no thieves, home or foreign, as Mogeas, Baorees, Thorees, &c., nor shall any be permitted to remain, but those who may return to honest pursuits. Should any of them revert to their old haunts, they shall instantly be cut off. All property stolen shall be made good by him in whose estate the theft is committed.

*5th.*—Home or foreign merchants, all Kafilas, Beoparees, Bunjaras, who enter the country, shall be protected. They shall in no ways be injured or molested. Who ever offends against this his estate shall be confiscated.

*6th.*—According to command, at home or abroad, service shall be performed. The Chiefs shall be formed in four divisions : each shall remain in attendance on the Durbar for three months, and then be dismissed to their homes. Once a year a general assembly of the Chiefs shall take place. It shall be on the festival of Dusserah, commencing 10 days previous ; and 20 days subsequent, with the exception of the Omrahs on duty, they shall be permitted to retire to their homes. On urgent occasions, or when their services are required, all shall obey the summons to the Presence.



7th.—All feudatories (puttaet), relations, and kindred holding by Sunnud from the Durbar shall perform separate service. They shall not perform with or remain united in the larger fees (puttas) of others. Relations and inferior vassals of Chiefs from whom they hold in fee to them shall their services be rendered.

8th.—No Chiefs shall oppress or commit violence on their ryots. There shall be no exactions or fines: this is ordained.

9th.—What has been executed by Ajeet Sing, sanctioned and approved of by the Durbar, all shall agree to.

10th.—Whoever shall depart from the above, the Prince shall punish; in this the fault will not lay in the Durbar. Whoever fails, on him be the oath of Eklungjee and the Sree Durbar.

*Signed by the Maharana, Captain Tod, and 33 Chiefs, &c.*

## NO. X.

**KAULNAMAH (AGREEMENT)** between the **MAHARANA of OUDEY-PORE** and his **CHIEFS**, negotiated by **CAPTAIN COBBE**, **POLITICAL AGENT, MEYWAR**, and submitted for sanction in April 1827.

The Covenant between the Maharana Bheem Singh and the Chiefs, Jaghiredars, &c., of Meywar, which was contracted in 1818 and received the sanction of the British Government, having been found insufficient to regulate the relative rights and duties of the respective parties, His Highness and the Chiefs unanimously agree to the following additional Articles, and solicit for them the sanction of Government:—

1st.—The chatoun shall be levied at the rate of one-sixth of the actual produce, and shall be paid regularly in half-yearly kists; beyond this contribution no claim or arbitrary fine shall be inflicted.

2nd.—Every Sirdar accompanied by half the quota he is by Sunnud bound to produce, shall do personal service in his turn for three months in each year; at the expiration of his tour he will be permitted by His Highness to retire to his jaghire.

3rd.—Foreign Beoparees, &c., &c., travelling through Meywar will give notice to and place themselves under the protection of the proprietor or local authorities of the village where they halt, who will be held responsible for their property; this will not extend to such persons as may encamp at a distance from the village without giving notice.

4th.—The Sirdars, &c., will take from their ryots half the produce as is done in the Khalsa; if this be objected to the ryots will pay one-third and Burrar as usual.

5th.—We will settle the accounts of our kamdars, puttails, &c., with justice.

6th.—No village shall be sequestrated without just cause.

7th.—If any Chief shall offend, the punishment shall be proportioned to the crime.

8th.—All Bhoom granted prior to 1722 Sumbut shall be considered valid.

9th.—Dhooze, Rozeena, Dustuks, &c., shall not be served on any Sirdar from the provincial kutcheries, but when requisite shall be issued by the Minister.

10th.—Surna (or Sanctuary) shall remain on the established footing, but shall not extend to murderers.

*N.B.*—This was not signed by the contracting parties until 1839, when it was signed by both and countersigned by Colonel Robinson, Political Agent, as witness of its having been duly executed in his presence.

## No. XI.

**KAULNAMAH** or AGREEMENT between the MAHARANA and his CHIEFS, signed in presence of MAJOR ROBINSON, OFFICIATING POLITICAL AGENT IN MEYWAR, on the 1st February 1840.

On Bysack bud 14th, Sumbut 1874, or May 1818, a Kaulnamah of the Articles was concluded through the mediation of Captain Tod, bearing the signature of the Maharana and his Chiefs for the mutual benefit of the contracting parties.

As in several instances the Chiefs have lost sight of the terms of that agreement, and their conduct has been at variance with it, the Maharana has agreed that a new Kaulnamah should be drawn up with the advice and concurrence of Captain Cobbe, introducing therein the clauses of the original agreement with such additional Articles as may be deemed beneficial both for His Highness and the Chiefs: that on the Dusserah festival the whole of the Chiefs shall assemble and the Articles of the Kaulnamah be read and explained to every Chief, and their signature affixed to the same, as also that of His Highness: that the Political Agent should also be requested by the Maharana and the Chiefs to sign and witness, to ensure the due observance of the terms of the Kaulnamah. This agreement was drawn up several years ago, but was not signed either by the Maharana, the Chiefs, or the Political Agent. Now, at the request of the Nobles and Chiefs of Meywar, His Highness the Maharana Sirdar Singh approves and confirms the said Kaulnamah without making any additions or alterations to it, and the same has been

formally executed in the presence of Major Robinson, Officiating Political Agent in Meywar, on Mahbud 13th Sumbut, 1896, or 1st February 1840; and has been duly signed by the Maharana and the Nobles and Chiefs of Meywar.

### Additional Articles for the benefit of both parties.

1. In the 9th Article of the first Kaulnamah, it is written that no Chiefs shall oppress or commit violence on their ryots; that all new dund, barar exactions, levied in times of commotion, shall cease. As they have not acted up to this engagement, and through their oppression many ryots have been driven from Meywar, it is ordained that they shall in future desist from such proceedings, which will induce the ryots to re-settle and tend to the increase of the revenue of their puttahs and the prosperity of the country.

2. It is customary for every Chief to remain with his quota of troops in attendance on the Durbar for three months in the year. This shall continue in force, and no Chief shall be detained at Oudeypore beyond the stipulated period of service, as by their detention the Chiefs are subjected to additional expense and trouble. It is optional with the Durbar to excuse the attendance of any Chief; however, in doing so, the Durbar will not send for another in his room until the expiration of the period the Chief thus excused from duty was to attend. The Chiefs shall be bound to maintain the full number of followers; if they furnish a less number they will subject themselves to the displeasure of His Highness.

3. The three-eighths from the revenue collections of the khalsa lands are paid by the Durbar to the British Government for the protection of Meywar from foreign enemies; not a fraction is taken from the jaghiredars on this account. The payment of the tribute as here stated is exclusively for the protection of the country against foreign invasion, as the troops of the Chiefs are wholly inadequate for this purpose, the Chiefs participating largely in the benefit thus secured. In former times, a chout was paid to the Dhukhnees, who were a source of great annoyance to the country; this evil is removed. The troops furnished by the Chiefs are only half the number they are bound to maintain, and are altogether unfit for duty; on which account the Durbar is obliged to issue rozeena and dustuk on the villages of the Chiefs, which subject them to trouble and expense. As the Durbar pays the tribute from the revenue of his khalsa possessions to the British Government, it was but fair for the Chiefs to have made a similar payment from the proceeds of their estates to the Durbar; but knowing that they can ill-afford such a demand in consequence of the heavy expenses they are subject to for the maintenance of their relations and dependants, His Highness has thought proper to discharge the tribute from the revenue collections of the crown lands, without making any demands on that account from the Chiefs. His Highness has now resolved that the service of half the troops the Chiefs are bound to furnish, agreeably to the rekh or rent-roll, be discontinued, and, in commutation of the above half service, a money payment, amounting to 2 annas  $7\frac{1}{2}$  pie in the Rupee, be made, which is to

be termed chuttoond; that from this fund a body of troops shall be raised for the service of the State. The Chiefs are not to suppose that the amount to be paid by them is taken in lieu of the tribute payable to Government, as no portion of it will be appropriated to any other purpose than the maintenance of a body of troops. The payment of the chuttoond will not bear hard upon the Chiefs, considering the performance of twelve months' service with their full quota of troops which, no doubt, is more expensive and troublesome to them. On urgent occasions, if the Durbar requires the attendance of the full number of troops, and detaches them on duty beyond the Meywar limits, a remission will be made in the amount of the chuttoond of the Chiefs furnishing such troops.

4. His Highness the Maharana declares that he will not, without cause, confiscate the villages belonging to a Chief and bestow the same on another.

5. As several Chiefs wilfully withhold and delay the payment of the chuttoond, on which account the Durbar is compelled to send dustuks of horse and foot on the estates of the Chiefs, to enforce payment of the dues of the State, which subjects the Chiefs to a loss of hundreds of Rupees, and is by no means profitable to the Durbar, His Highness has resolved to invite agents on the part of the whole of the Chiefs and in conjunction with the minister, to make a settlement for five years for the payment of chuttoond by two instalments; by doing so, there will be no occasion to send rozeena or dustuks: that if any of the Chiefs fail to pay the chuttoond ten days after it has been due they would render themselves liable to the confiscation of their lands and villages to the extent of the defalcation, which shall not be restored to them.

Period of the payment of chuttoond 1st instalment on Mungsirsood Poonum, 2nd instalment Jeytsood Poonum.

Signatures affixed of

RAO BUKHUT SINGH of BAIDLA.  
RAWUT PUDDUM SINGH of SALOOMBUR.  
RAWUT NAHUR SINGH of DEOGURH.  
RAWUT SALIM SINGH.

MAHARAJ HUMEER SINGH.  
RAWUT UMEER SINGH.  
RAWUT ESSREE SINGH.  
RAWUT DOOLEH SINGH.

No. XII.

KAULNAMAH between MAHARANA SUROOP SINGH of Oudeypore and his NOBLES and CHIEFS, mediated by LIEUTENANT-COLONEL ROBINSON, dated Mah sood dooj, Sumbut 1901, or 8th February 1845.

Formerly an agreement was entered into between Maharana Bheem Singh and the Meywar Chiefs in Captain Tod's time, consisting of ten Articles. Afterwards another Kaulnamah of five Articles was drawn up in Captain Cobbe's time, and lastly one was concluded between Maharana Sirdar Singh and the Chiefs in the presence of Colonel Robinson, and duly signed by both parties. As the Chiefs have failed to act up according to

the terms of the Kaulnamah, the Maharana, in order to the due observance of the same in future, has, in conjunction with the Chiefs and His Highness's authorities, drawn up the following additional Articles, and which have been mediated by Colonel Robinson and in his presence signed by both parties.

1. All the Articles of the former agreement are to continue in force. Every year, ten days before the Dusserah festival, a general assembly of the Chiefs shall take place. After the inspection of their troops, the Durbar will order such Chief as he pleases for three months' duty, and distinctly name the Chiefs and periods they are required to attend, and permit them to return to their homes. The troops of the Chiefs to make no excuse in the performance of their duties. Should they fail to attend at the appointed time, or be found negligent or deficient in numbers, the Chief in whose service they may be shall be called upon to make a money payment in lieu of troops to the Sree Durbar.

2. The Chiefs are to pay chuttoond at the rate of 2 annas  $7\frac{1}{2}$  pie in the Rupee, in commutation of half the troops they are bound to furnish, regularly at the stipulated periods according to the terms of the first Kaulnamah.

3. The Chiefs are to use their best endeavours for the suppression of thefts and robberies in their respective puttahs; they are not to harbor thieves, outlaws, or dacoits belonging to foreign jurisdictions, but to apprehend all such offenders who may attempt to enter their elaquas, and make them over, together with such plundered property as may be found in their possession, to the State whose subjects they may be, agreeably to the course adopted with the concurrence of this Durbar by the governments of Jeypore and Jodhpore.

4. The Durbar has agreed, at the request of the Chiefs, that, whenever any dispute may arise among them concerning boundary or other matters, a punchayet will assemble at the scene of dispute, consisting of four persons on the part of the Chiefs and one to be nominated by the Durbar. It will be their duty to enquire into and settle the dispute with justice and equity, and their decision to be binding on both parties.

5. This agreement has been entered into with the free will and pleasure of both parties and to be mutually observed. All the Chiefs shall continue to pay chuttoond and perform service with pleasure and satisfaction according to the Kaulnamah, and as in Maharana Juwan Singh's time; any instance of carelessness or departure from the terms of this agreement shall render the Chiefs liable to the displeasure of the Sree Durbar as set forth in the first Kaulnamah.

Signatures affixed of

MEHTA SHERE SINGH, by order of the Durbar.

RAWUT NAHUR SINGH.

RAWUT PIRTHEE SINGH.

MAHARAJ HUMEER SINGH.

RAWUT DOOLEH SINGH.

## No. XIII.

## KAULNAMAH OF 1854.

For thirty-four years the Maharana and his Chiefs have been at variance. The first has perpetually complained of disloyalty, the latter as often of tyranny.

With no other motive than the peace of the country and the happiness of all ranks, the various representatives of the Supreme Government have been from time to time permitted to arbitrate between the parties.

Several Kaulnamahs have been accordingly prepared, signed, and agreed to; yet all by each side have been continually broken.

The Maharana's answer to the Chiefs' complaints of encroachment on their lands proves that he has not only encroached on their estates, but even established villages in them. His Highness's treatment of Lawa also shows he has punished guilt with undue severity. On the other hand, it is not denied that the Chiefs have been disobedient and many of them even rebellious.

Such conduct must cease on both sides, and as it is the desire of the Government of India that all subjects of Meywar should know that it will support the legitimate authority of the Maharana, so long as he acts justly and to their satisfaction and in accordance with the counsel and advice of the Political Agent, the Government orders the promulgation and enforcement of the following "Kaulnamah," which is founded on previous ones. Whoever does not adhere to it will be considered an offender against the British Government and liable to punishment; but an appeal in any dispute may be made to the Political Agent and the Agent, Governor-General, whose decision will be final, and in accordance with the present Kaulnamah and with the spirit of ancient customs.

## ARTICLE I.

Chuttoond at the rate of  $2\frac{1}{2}$  annas per Rupee of actual produce to be paid to the State of Meywar at two periods, December and June, through a banker or vakeel.

If any Chief fails in doing this he must pay interest at the rate of 12 per cent. per annum; after 12 months, lands to be confiscated to the extent of defalcation.

Those who neglect to give in a statement of actual produce to be arbitrarily assessed, but no increase to be hereafter demanded.

Saloombur does not pay chuttoond, but performs service at the capital for 12 months.

In addition to the  $2\frac{1}{2}$  annas chuttoond the Chiefs are to furnish one horse and two foot soldiers for 3 months at home or abroad [that is within Meywar] in lieu of the two horse and four foot at present furnished on each Rupees 1,000 of actual produce, should any extra service be required the Rana will pay for it at Rupees 16 a month for a horse and Rupees 6 for a foot

soldier. Any failure of service will be charged to the Chiefs at the same rate. All Chiefs with their quotas will attend at Oudeypore for 10 days before and 5 days after the Dusserah, to pay their respects to the Maharana, at which period their turns of service and their post will be allotted. On any emergency all Chiefs on receipt of the Rana's sign-manual will attend with their quotas.

Those holding separate jaghires from the Rana will pay chuttoond and perform service separately.

#### ARTICLE 2.

Kaid or fees paid on Tulwar Bundun, *i.e.*, investiture of fief, to be 12 annas per Rupee on the actual produce of one year; this will exempt the payment of that year's chuttoond. The Chiefs of Amait, Gogoonda, Kanore, and Banaira, and the Kishnawuts, are exempt from these fees, but in lieu of them they pay nuzzerana, which, instead of being left to the will of the Rana, is now fixed at Rupees 8 per cent. on the actual produce.

#### ARTICLE 3.

All sums which the Rana has paid or may yet pay in indemnifications for thefts and robberies proved to have occurred within their fiefs, to be repaid by the Chiefs with interest at Rupees 6 per cent. for the past, and 12 per cent. for the future.

#### ARTICLE 4.

Thieves, Dacoits, Thories, Baorees, Mogheas, and outlaws are not to be harboured by the Chiefs. All participators in the proceeds of robbery, receivers of stolen goods, or protectors of thieves, will be held as guilty as the thieves. They will, with the concurrence of the Political Agent, be punished by fine or imprisonment. All merchants, traders, caravans, Bunjaras, and travellers are to be protected in passing through the territories of the Chiefs, who will be answerable if plundered, provided they have given notice of their arrival and taken reasonable precautions for their own protection. Plunderers of all kinds are to be apprehended and made over to the Maharana. If the Chiefs are unable to do this they must report it to His Highness, and the Political Agent conjointly with the Maharana will settle upon the responsible party. All claims for thefts traced into Meywar villages will have to be paid by the villages where the tracks cease.

#### ARTICLE 5.

All monies borrowed from the Maharana by the Chiefs, or on His Highness's guarantee, to be liquidated; the former at 6 per cent., and the latter at 9 per cent., unless a rate was fixed at the time of guarantee, in which case that rate must hold good. The Political Agent will fix the instalments to be paid in such liquidation.

#### ARTICLE 6.

All nuzzerana except the following are abolished:

*1st.*—On accession to the throne and on the first marriage of the Rana or heir-apparent: From the sixteen Chiefs, and two Rajahs of the first

Rank, Rupees 500 and one or two horses, as is customary ; lesser Chiefs and others 2 per cent. on the present actual produce will be given to the State.

*2nd.*—On the marriage of the Rana's sisters or daughters, 2½ annas in the Rupee on the present actual produce for one year, and horses as in Rana Bheem Sing's time will be given to the State.

*3rd.*—On the Rana's proceeding on a pilgrimage, 1½ annas in the Rupee on the present actual produce of one year will be given to the State.

#### ARTICLE 7.

Arrears due by Chiefs on account of the marriage of the present Rana's sisters to be paid at the rate of 2½ annas per Rupee on the present actual produce of one year.

#### ARTICLE 8.

The Chiefs are not to levy larger sum from their ryots on occasions of investiture or nuzzerana than they themselves pay the Rana.

#### ARTICLE 9.

Many Chiefs have of late been guilty of contumacy and disloyalty, thus rendering themselves liable to be fined. The Maharana has, however, with the advice of the Agent, overlooked their offences except those of the Chiefs of Saloombur and Deogurh. These latter forcibly resumed their confiscated villages, and ejected the State troops ; for which they are each to be fined Rupees 25,000. The Maharana has forgiven all past offences with the exception of murder. In future all offenders shall be punished as the courts of justice may decree.

#### ARTICLE 10.

Bhoom lands [allodial allotments], houses, jaghires, villages, pieces of mortgaged land, deeds, grants, charity lands, &c., to continue in the possession of the present holders. Those which are held by grants dating from Bheem Sing's reign, or written deeds of Captains Tod and Cobbe, will not be resumed without good grounds, and their rights will be investigated by the Political Agent, aided, if he thinks advisable, by four or six Chiefs who are known not to be hostile to their sovereign.

Bhoomias [or landholders] from the Maharana are, as hitherto, to be responsible for the protection of their villages, and for all losses by theft and robbery.

#### ARTICLE 11.

Dan, Biswah [transit duties], Logut [taxes], Khur Lakur [wood and grass], Rewaree camels, house-tax [Khana Shumari], all belong to Government ; but those who have had the right of collecting such since Tod and Cobbe's time, and who possess the necessary [Sunnuds] deeds, will continue to collect them.



## ARTICLE 12.

All [cesses] demands in force in Captains Tod and Cobbe's time to continue ; all others levied of late years are abolished, *vis.*, Lagut of Dan [customs], Burar [taxes], fines, &c., Deeds [Sunnuds] of exemption by former Maharanas and by the present Maharana will be respected and continue in force.

## ARTICLE 13.

The orders about jails, witches [Dakums], Bhopas [witch-informers], Tyag Bhat Charun, fixed by the Governor-General's Agent in Rajputana and concurred in by the Maharana, are to be obeyed by all classes in Meywar. Prisoners are to be maintained according to their condition, but not at a less rate than one anna or at a greater than eight annas per diem for each man. None are to be tortured or ill-treated.

## ARTICLE 14.

The Maharana, the Political Agent, and the Chiefs, will each appoint three Agents of character and knowledge, and these will name a seventh to draw up a Code of Rules consonant to Rajwarra customs and justice, for the future settlement of all Criminal and Civil cases, and by which in future all parties must be adjudged ; the Code to be approved of by the Political Agent.

## ARTICLE 15.

The constituted courts will settle all cases of importance and any that may come before them. The Chiefs may adjudicate suits of minor consequence between their retainers and ryots, and may imprison culprits for one month, though not ill-treat or torture them. An appeal in any case may be made from their decision to the Minister and from him to the Political Agent.

## ARTICLE 16.

Surna, or sanctuary, except for murder, dacoity or treason, will continue with those who have hitherto held it.

## ARTICLE 17.

Bhanjgurja or hereditary councillorship was not allowed by Captain Tod, nor has it since been admitted. It rests on the pleasure of the Maharana who in future, in matters of importance, will be guided by the advice of the Political Agent and that of four or five loyal and well-disposed Chiefs.

## ARTICLE 18.

The ancient usages and privileges of Chiefs, temples, religious establishments, &c., to continue. The An or oath of allegiance to be observed as of old.

## ARTICLE 19.

No person to be seized on the plea of sorcery, witchcraft, or incantations. In charges of poisoning or of criminal intercourse [both cognizable by the courts] the Durbar is in no way to interfere.

## ARTICLE 20.

The Maharana is only to levy fines through a written order of the Minister, in which must be shown the reasons for levying, and the amount, which must be in accordance with justice and moderation. The same rule to prevail with the Chiefs who may levy small fines as heretofore, recording their scale and rate in the Agent's Office. Dhouse Dustuk (or summons) only to be sent by the Minister's written order or by those who did so in Tod and Cobbe's time.

## ARTICLE 21.

A British Officer or other Official will be appointed to settle all boundary disputes [Kankur or Seem-ka-jugra] present and future. Both parties to share the costs, unless one may be proved to have destroyed boundary marks, when that party will pay the whole, and be further punished as deemed expedient.

## ARTICLE 22.

Adoption of the next heir male by Chiefs or others is allowed, with the knowledge of the Maharana, and in consonance with custom and Hindue law. On the demise of Chiefs, their widows, with the council of respectable well-wishers of the family, may adopt. In cases of disagreement appeal to lie to Political Agent.

## ARTICLE 23.

Grants of lands or villages to Eklungjee, Nathowara, Punchowlee, Behareedass, and Chohee, to continue to the holders; all customary collections as Naiq or court-fees to be paid to those entitled to them, and not to be collected with the chuttpond.

## ARTICLE 24.

The houses of Chiefs in the city of Oudeypore not to be resumed or given to others while inhabited and kept in order, and never without a reference to Political Agent. Their gardens to be watered from the lake "Peechola" free of charge.

## ARTICLE 25.

The Rana will not interfere in mortgages of houses, lands, &c., though he may discourage them as much as possible. He will not take interest from

his troops for advances, but pay them regularly every four months. Nor will he permit his name to be used in shops or in any way in trade.

#### ARTICLE 26.

The Chiefs were prohibited in former Kaulnamahs from uniting or banding together. This has not been attended to. All such combinations are now unnecessary, as every one can, if he has a real grievance, immediately obtain redress; and they will therefore in future subject those entering into them to be treated as enemies to the State.

#### ARTICLE 27.

An Agent from each Chief to reside at court, through whom business will be transacted. Persons of respectability only to be deputed, and they will be treated according to custom and the rank of their master.

#### ARTICLE 28.

All ryots [cultivators], whether of the Crown or of the Chief's lands, can settle wherever they please unmolested. Any suits against them must be referred to the courts of law. All people, high or low, can appeal to the Political Agent.

#### ARTICLE 29.

The Crown lands being responsible for the protection of the British Government daks and banghees, the Chiefs must be equally responsible in their jaghires and in like manner make good all losses by plunderers.

#### ARTICLE 30.

After the execution of this Kaulnamah, which abrogates all previous ones, any disputes that may arise at any time between the Durbar and Chiefs, on points not mentioned or that may be doubtful, must be brought to notice within three months, for the decision of the Political Agent in Meywar and the Governor-General's Agent in Rajpootana, whose decision will be final. Any case not submitted within the above period will be dismissed as groundless.

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## No. XIV.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and RAE RAEAN MAHA RAWUL SREE JUSWUNT SING, RAJAH of DOONGURPORE, his heirs and successors concluded on the part of the HONOURABLE ENGLISH EAST INDIA COMPANY, by CAPTAIN J. CAULFIELD, acting under the instructions of BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B. and K.L.S., &C., &C., POLITICAL AGENT for the MOST NOBLE the GOVERNOR-GENERAL, and RAE RAEAN MAHA RAWUL SREE JUSWUNT SING, RAJAH of DOONGURPORE, on the part of himself, his heirs and successors, the said BRIGADIER-GENERAL SIR J. MALCOLM being invested with full powers and authority from the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, K.G., one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, appointed by the HONOURABLE EAST INDIA COMPANY, to direct and control their affairs in the East Indies—1818.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the British Government and Maha Rawul Sree Juswunt Sing, Rajah of Doongurpore, his heirs and successors; and the friends or enemies of either of the contracting parties shall be the same to both.

## ARTICLE 2.

The British Government engages to protect the principality and territory of Doongurpore.

## ARTICLE 3.

The Maha Rawul, his heirs and successors, will always act in subordinate co-operation with the British Government, and with due submission to its supremacy; and will not henceforth have any connection with other Chiefs or States.

## ARTICLE 4.

The Maha Rawul and his heirs and successors shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

## ARTICLE 5.

The affairs of the principality of Doongurpore shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

## ARTICLE 6.

The Maha Rawul and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British Government, but his customary amicable correspondence with friends or relations shall continue.

## ARTICLE 7.

The Maha Rawul, his heirs and successors will not commit aggressions on any one; and if any dispute accidentally arise with any one the adjustment of it shall be submitted to the arbitration of the British Government.

## ARTICLE 8.

The Maha Rawul, his heirs and successors agree to pay all tribute justly due to the State of Dhar, or any other power up to the present time, to the British Government by annual payments, to be regulated at the discretion of the British Government according as the Doongurpore State recovers its prosperity.

## ARTICLE 9.

The Maha Rawul, his heirs and successors agree to continue the payment to the British Government, in lieu of its protection, and to defray the expenses it may be put to, of a tribute to be regulated by the prosperity of his country but never to exceed three-eighths of the actual revenue.

## ARTICLE 10.

The Maha Rawul, his heirs and successors engage to afford what military force they may be possessed of to the British Government upon its requisition.

## ARTICLE 11.

The Maha Rawul, his heirs and successors engage to discharge all Arabs, Mekranes, and Sindes; and to entertain no soldiers but natives of the country.

## ARTICLE 12.

The British Government agrees not to countenance the connections of the Maha Rawul who may be disobedient, but to afford him aid in bringing them under due control.

## ARTICLE 13.

The Maha Rawul agrees in the ninth Article of this Treaty to pay tribute to the British Government, and, for the purpose of securing the same, agrees to pay the said tribute to persons to be appointed to receive it upon the part of the British Government, and, in the event of any failure

in the said payment, the Maha Rawul agrees that an agent on the part of the British Government be appointed to receive the tribute from the town duties of Doongurpore.

This Treaty, consisting of thirteen Articles, has been this day concluded by Captain J. Caulfield, acting under the direction of Brigadier-General Sir J. Malcolm, K.C.B. and K.L.S., etc., etc., etc., on the part of the Honourable East India Company, and by Maha Rawul Sree Juswunt Sing, Rajah of Doongurpore, in behalf of himself, his heirs and successors. Captain Caulfield engages that a copy of this Treaty, ratified by the Most Noble the Governor General, shall be delivered to the Maha Rawul Sree Juswunt Sing, Rajah of Doongurpore, within the period of two months, and on delivery of the same, the present Treaty executed by Captain Caulfield, under the immediate direction of Brigadier-General Sir J. Malcolm, K.C.B. and K.L.S., shall be returned.

The Rawul has signed and sealed this Treaty in the full possession of his faculties, and from his own free will and choice, as witness his hand and seal.

*Done at Doongurpore, this 11th day (eleventh) of December, A.D. 1818, or the twelfth of the month Suffer in the year 1234 Hegira, corresponding to the fourteenth of Augun Sood, Summut 1875.*

(Sd.) J. CAULFIELD.

L. S.

(Sd.) JUSWUNT SING.

In Rongon characters.

Wafer Seal  
of the  
Honourable  
Company.

(Sd.) HASTINGS.

„ G. DOWDESWELL.

„ J. STUART

„ J. ADAM.

The Governor  
General's  
Small Seal.

Ratified by His Excellency the Governor-General in Council, this 13th day of February, A.D. 1819.

(Sd.) C. T. METCALFE,

Secretary to Government.

## NO. XV.

### AGREEMENT between the BRITISH GOVERNMENT and the MAHA RAWUL SREE JUSWUNT SING, Rawul of Doongurpore—1820.

Whereas in the 8th Article of the Treaty between the British Government and the Maha Rawul Sree Juswunt Singh, Rawul of Doongurpore, dated 14th Aujud Sood Summut 1875, or 11th December 1818, the aforesaid Rawul stipulates to pay to the aforesaid British Government all

arrears of tribute due to the State of Dhar or any other power up to the date of the said Treaty, by annual payments to be regulated at the discretion of the British Government; and whereas the British Government has been pleased, in consideration of the impoverished state of the Maha Rawul's country and finances, to accept a payment of (35,300) thirty-five thousand Salim Sahee Rupees, being equal to one year's tribute paid to other States in times of prosperity, in lieu of all arrears mentioned in the 8th Article: the Maha Rawul hereby engages to pay that sum to the British Government by instalments at the periods following, *viz.* :—

	Rs.	a.	p.
In Magh Sood Poonum 1876 Bekoor Majeit, corresponding with January 1820, A.D. ... ..	1,500	0	0
In Bysakh Sood Poonum 1877 Bekoor Majeit, corresponding with April 1820, A.D. ... ..	1,500	0	0
In Magh Sood Poonum 1877 Bekoor Majeit, corresponding with January 1821, A.D. ... ..	2,500	0	0
In Bysakh Sood Poonum 1878 Bekoor Majeit, corresponding with April 1821, A.D. ... ..	2,500	0	0
In Magh Sood Poonum 1878 Bekoor Majeit, corresponding with January 1822, A.D. ... ..	3,000	0	0
In Bysakh Sood Poonum 1879 Bekoor Majeit, corresponding with April 1822, A.D. ... ..	3,000	0	0
In Magh Sood Poonum 1879 Bekoor Majeit, corresponding with January 1823, A.D. ... ..	3,500	0	0
In Bysakh Sood Poonum 1880 Bekoor Majeit, corresponding with April 1823, A.D. ... ..	3,500	0	0
In Magh Sood Poonum 1880 Bekoor Majeit, corresponding with January 1824, A.D. ... ..	3,500	0	0
In Bysakh Sood Poonum 1881 Bekoor Majeit, corresponding with April 1824, A.D. ... ..	3,500	0	0
In Magh Sood Poonum 1881 Bekoor Majeit, corresponding with January 1825, A.D. ... ..	3,500	0	0
In Bysakh Sood Poonum 1882 Bekoor Majeit, corresponding with April 1825, A.D. ... ..	3,500	0	0

And whereas in the 9th Article of the Treaty aforesaid the Maha Rawul agrees to pay to the British Government, in lieu of its protection a tribute, to be regulated by the prosperity of the country, but not to exceed three-eighths of the actual revenue; and whereas the British Government, desirous of the speedy prosperity of the Rawul's country, has been pleased to direct a settlement of the amount to be paid on account of tribute for the years A.D. 1819, 1820, and 1821: the Maha Rawul engages to pay the following sums for the years above specified as follows:—

	Rs.	a.	p.
In Magh Sood Poonum 1876 Bekoor Majeit, corresponding with January 1820, A.D. ... ..	8,500	0	0
In Bysakh Sood Poonum 1877 Bekoor Majeit, corresponding with April 1820, A.D. ... ..	8,500	0	0
Total for 1819 ... ..	17,000	0	0

					Rs.	a.	p.
In Magh Sood Poonum 1877 Bekoor Majeit, corresponding with							
January 1821, A.D.	...	...	...	...	10,000	0	0
In Bysakh Sood Poonum 1878 Bekoor Majeit, corresponding with							
April 1821, A.D.	...	...	...	...	10,000	0	0
Total for 1820	...				20,000	0	0
In Magh Sood Poonum 1878 Bekoor Majeit, corresponding with							
January 1822, A.D.	...	...	...	...	12,500	0	0
In Bysakh Sood Poonum 1879 Bekoor Majeit, corresponding with							
April 1822, A.D.	...	...	...	...	12,500	0	0
Total for 1821	...				25,000	0	0

The settlement is for three years only, at the expiration of which period the British Government will according to the terms of the 9th Article make such a regulation of the tribute as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interests of both Governments.

This Agreement was concluded at Soomwara by Captain A. MacDonald according to the orders from General Sir J. Malcolm, K.C.B. and K.L.S., on the part of the British Government, and by Tucktah Gamody, Minister of Doongurpore, on the part of the Maha Rawul Sree Juswunt Sing: this 20th day of January A.D. 1820, corresponding with Maha Sood Poonum Summut 1876.

The Rawul's  
Seal and  
Signature.

(Sd.) A. MACDONALD,  
1st Assistant to Sir J. Malcolm.

## NO. XVI.

(Signature of RAWUL JUSWUNT SING.)

ENGAGEMENT entered into by MAHA RAWUL JUSWUNT SING of Doongurpore with CAPTAIN ALEXANDER MACDONALD, on the part of the HONOURABLE COMPANY—1824.

Seven hundred Rupees per mensem or eight thousand four hundred Rupees per annum for the pay of the Horse and Foot stationed with me, shall be paid to the Company's Government by regular instalments, and without excuse, from the 1st of January 1824. In this there shall be no failure; and I write this engagement of my own free will.

13th January 1824, Poos Soodee 11th Sumbut 1880.

Similar agreement entered into by the Maharawal of Banswara.



## NO. XVII.

TRANSLATION of an AGREEMENT entered into by the BHEELS of LEEMBARWAROO with the HONOURABLE COMPANY through MAJOR HAMILTON on the part of CAPTAIN MACDONALD—dated 12th May 1825.

1. We will deliver up our bows, arrows, and all weapons.
2. Whatever plunder we may have obtained during the late disturbance we will make good.
3. In future we will never commit any depredations in towns, villages or public roads.
4. We will not give refuge to any thieves, plunderers, Grassiahs, or Thakoors or any enemies of the British Government in our pals (villages), whether they may belong to our own country or any other.
5. We will obey the commands of the Company and appear whenever required.
6. We will not take more than our just and old established dues from the Rawul's and Thakoor's villages.
7. We will never refuse to pay the yearly tribute to the Rawul of Doongurpore.
8. Should any person, subject to the Company, stop at our villages we will give him protection.

Should we not act in the above manner let us be accounted criminals against the British Government.

Signed by BAINUM SOORAT and DOODAH SOORAT.

A similar Agreement was signed by the following :—

(Sd.)	AUMURJEE.	(Sd.)	MOGA.
"	DAMUR NATHA.	"	CUNHIA.
"	PEETHA DAMUR.	"	LALLJEE.
"	SULLIA DAMUR.	"	TUJNA.
"	MUNNA.	"	MUNNIA.
"	KOREJEE.	"	BHUNNA DAMUR.
"	SHAOJEE.	"	LALOO.
"	MUNNIA.	"	TAJAH.
"	NATHOO KOTEIR.	"	JEETOO.
"	LALOO.	"	BHEENDOO.
"	RAJIA.	"	THANOO KOTEIR.

A similar Agreement has been subscribed by the Bheels of Simurwaroo, Deywul, and Nandoo.

(Sd.)	THAJA.	(Sd.)	DHURMA.
"	SOOKJEE.	"	HEERA.
"	KANJEE.	"	MUGGA.
"	GOODRA.	"	RUNGA.
"	SAUMJEE.		

### NO. XVIII.

TRANSLATION of an AGREEMENT concluded by JUSWUNT SING, RAWUL of DOONGURPORE, and the HONOURABLE COMPANY, through CAPTAIN MACDONALD—dated Neemuch, 2nd May 1825.

1. To whatever minister may be appointed by the British Government I will give my consent, entrust him with the administration of affairs, and not interfere in any way.

2. I will be satisfied with whatever may be allotted by the British Government for my maintenance, and will reside in whatever place in the Doongurpore territories may be selected for my residence

3. Disturbances by the advice of artful men have several times taken place in my country. I therefore write that I will pay no attention to their counsels nor excite any disturbance myself. If I do so I will submit to whatever punishment the British Government may inflict.

### NO. XIX.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS OODEY SING, MAHA RAWUL of Doongurpore, his children, heirs, and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOTT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BART., G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the MAHA RAWUL OODEY SING—1869.

#### ARTICLE 1.

That any person, whether a British or foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of

the Doongurpoor State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

#### ARTICLE 2.

That any person, being a subject of Doongurpoor, committing a heinous offence within the limits of the Doongurpoor State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

#### ARTICLE 3.

That any person other than a Doongurpoor subject committing a heinous offence within the limits of the Doongurpoor State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Agent in whom the political supervision of Doongurpoor may be invested.

#### ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thugges.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoities.  |   |

#### ARTICLE 6.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Doongurpoor this seventh day of March in the year of our Lord one thousand eight hundred and sixty-nine.

(Sd.) A. R. E. HUTCHINSON, *Lieut.-Col.,*  
*Offg. Pol. Agent in Mewar.*

{Sd.) MAYO.

Signature of the MAHA RAWUL of DOONGURPOOR.

\* \* \* \* \*

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 21st of April 1869.

(Sd.) W. S. SETON-KARR,  
*Secy. to the Govt. of India, Foreign Dept.*

## No. XX.

## AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 21st April 1869, between the British Government and the Doongurpore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Doongurpore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Doongurpore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Doongurpore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

*Signed at Doongurpore this twentieth day of July in the year A. D. One thousand eight hundred and eighty-seven.*

Seal.

(Sd.) IN VERNACULAR,  
*Maha Rawul of Doongurpore.*

Seal.

(Sd.) E. TEMPLE, *Colonel,*  
*Offg. Pol. Supdt., Hilly Tracts,*

*Meywar.*

(Sd.) DUFFERIN,  
*Viceroy and Governor-General of India.*

This agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. One thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secy. to the Govt. of India, Foreign Dept.*

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No. XXI.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and RAE RAEAN MAHA RAWUL SREE OMED SING BAHADOOR, RAJAH of BANSWARRA, and his heirs and successors, concluded on the part of the HONOURABLE ENGLISH EAST INDIA COMPANY by MR. CHARLES THEOPHILUS METCALFE, in virtue of full powers granted to him by HIS EXCELLENCY THE MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and on the part of MAHA RAWUL SREE OMED SING BAHADOOR, by RUTTON JEO PUNDIT, in virtue of full powers granted by the MAHA RAWUL—1818.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the British Government and Maha Rawul Sree Omed Sing Bahadur, Rajah of Banswarra, and his heirs and successors, and the friends and enemies of either of the contracting parties shall be the same to both.

ARTICLE 2.

The British Government engages to protect the principality and territory of Banswarra.

ARTICLE 3.

The Maha Rawul and his heirs and successors will always act in subordinate co-operation with the British Government and with due submission to its supremacy; and will not henceforth have any connection with other Chiefs and States.

ARTICLE 4.

The Maha Rawul and his heirs and successors shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

## ARTICLE 5.

The affairs of the principality of Banswarra shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.

## ARTICLE 6.

The Maha Rawul and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

## ARTICLE 7.

The Maha Rawul and his heirs and successors will not commit aggressions on any one; and if any dispute accidentally arise with any one the adjustment of it shall be submitted to the arbitration of the British Government.

## ARTICLE 8.

The Maha Rawul and his heirs and successors will pay tribute to the British Government to the extent of three-eighths of the revenue of their possessions.

## ARTICLE 9.

The State of Banswarra shall furnish troops on requisition, according to its means, for the service of the British Government.

## ARTICLE 10.

This Treaty of ten Articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Rutton Jeo Pundit, the ratification of the same by His Excellency the Most Noble the Governor-General and Maha Rawul Omed Sing, shall be exchanged within two months from this date.

*Done at Delhi, the 16th September, A.D. 1818.*

Rutton Jeo  
Pundit's  
Seal.

(Sd.) C. T. METCALFE.

Company's  
Seal.

(Sd.) HASTINGS.

„ G. DOWDESWELL.

„ J. STUART.

„ C. M. RICKETTS.

Ratified by His Excellency the Governor-General in Council, this 10th day of October, one thousand eight hundred and eighteen, at Fort William.

(Sd) J. ADAM,

*Chief Secretary to Government.*

SUPPLEMENTARY ARTICLE of the TREATY of the 16th of September, 1818, between the HONOURABLE ENGLISH EAST INDIA COMPANY and RAAE RAAEAUN MAHA RAWUL SREE OMED SING BAHADOOR, RAJA OF BANSWARRA.

Whereas the Maha Rawul declares that heretofore he has never paid fixed tribute to any one, it is hereby agreed that, if any Chief lay claim to tribute and prove his right the settlement of such claim shall be submitted to the arbitration of the British Government.

*Done at Delhi, 16th September, A.D. 1818.*

Ruttun Jee  
Pundit's  
Seal.

(Sd.) C. T. METCALFE.

L. S.

Company's  
Seal.

(Sd.) HASTINGS.

„ G. DOWDESWELL.

„ J. STUART.

„ C. M. RICKETTS.

Ratified by His Excellency the Governor-General in Council, this 10th day of October, one thousand eight hundred and eighteen, at Fort William.

(Sd.) J. ADAM,

*Chief Secretary to Government.*

## No. XXII.

TREATY between the HONOURABLE EAST INDIA COMPANY and RAE RAE AUN MAHA RAWUL SREE OMED SING, RAJAH of BANSWARRA, his heirs and successors, concluded on the part of the HONOURABLE EAST INDIA COMPANY by CAPTAIN JAMES CAULFIELD, under authority from BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B. and K.L.S., POLITICAL AGENT for the MOST NOBLE the GOVERNOR-GENERAL, and RAE RAE AUN MAHA RAWUL SREE OMED SING, RAJAH of BANSWARRA, on his own part and that of his heirs and successors: The said BRIGADIER-GENERAL SIR JOHN MALCOLM being invested with full powers and authority from the MOST NOBLE FRANCIS, MARQUIS of HASTINGS, K.G., one of His Britannic Majesty's Most Honourable Privy Council, appointed by the HONOURABLE EAST INDIA COMPANY to direct and control all their affairs in the East Indies—1818.

## ARTICLE 1.

There shall be perpetual alliance, friendship, and unity of interest between the British Government and Maha Rawul Sree Omed Sing, Rajah of Banswarra, his heirs and successors, and the friends and enemies of either of the contracting parties shall be the same to both.

## ARTICLE 2.

The British Government agrees to protect the principality and territory of Banswarra.

## ARTICLE 3.

The Maha Rawul, his heirs and successors will always act in subordinate co-operation with the British Government and with due submission to its supremacy; and will not henceforth have any connection with any other Chief or State.

## ARTICLE 4.

The Maha Rawul, his heirs and successors shall remain absolute rulers of their territory and principality; and the civil and criminal jurisdiction of the British Government shall not be introduced therein.

## ARTICLE 5.

The affairs of the principality of Banswarra shall be settled according to the advice of the British Government, in which the British Government will pay all practicable attention to the will of the Maha Rawul.



## ARTICLE 6.

The Maha Rawul, his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

## ARTICLE 7.

The Maha Rawul, his heirs and successors will not commit aggressions upon any one; and if any dispute accidentally arise with any one the adjustment of it shall be submitted to the arbitration of the British Government.

## ARTICLE 8.

The Maha Rawul, his heirs and successors engage to pay to the British Government all arrears of tribute due to the Rajah of Dhar or any other State in such annual payments and at such periods as his income may admit of, it being left to the discretion of the British Government to fix the same.

## ARTICLE 9.

The Maha Rawul, his heirs and successors to continue the payment of tribute to the British Government, which tribute is to increase annually as the territory of Banswarra recovers its prosperity till it rises to whatever amount the British Government may deem adequate to cover the expense incurred by protecting the State of Banswarra, provided that such tribute does not exceed three-eighths of the revenue of the country.

## ARTICLE 10.

The Maha Rawul, his heirs and successors agree that the military force of the country shall always be at the disposal of the British Government.

## ARTICLE 11.

The Maha Rawul, his heirs and successors agree never to entertain in their service any Arabs, Mekranees, Sindees, or other foreign troops; but that their army shall be composed of the military class of the inhabitants of the country.

## ARTICLE 12.

25. The British Government is not to countenance the connections or relations of the Maha Rawul, his heirs and successors, who may prove disobedient; but to afford to the Maha Rawul aid in bringing them under due control.

## ARTICLE 13.

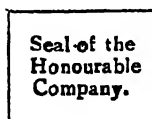
The Maha Rawul, in the 9th Article of this Treaty, agrees to pay tribute to the British Government; and for the purpose of securing the same agrees that, in event of delay or failure in the said payment, an Agent on the part of the British Government be stationed at Banswarra to receive the collections levied at the Chubootra and its dependent Nakhas.

This Treaty, consisting of thirteen Articles, has this day been settled by Captain James Caulfield, acting under the direction of Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., on the part of the Honourable East India Company, and Ræe Ræeaun Maha Rawul Sree Omed Sing, Rajah of Banswarra on the part of himself, his heirs and successors. Captain Caulfield has delivered one copy thereof in English, Persian, and Hindustani, signed and sealed by himself, to the said Maha Rawul Sree Omed Sing, from whom he has received a counterpart of the same bearing his seal and signature.

Captain Caulfield engages that a copy of the said Treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to the Maha Rawul Sree Omed Sing within the space of two months from this date, upon which the Treaty executed by Captain Caulfield shall be returned. This Treaty has been concluded by the Maha Rawul Sree Omed Sing, by his own free and unbiassed will, whilst in the full possession of his faculties.

*Done at Banswarra, this 25th day of December, A. D. 1818, or the 24th day of the month Suffer, in the year 1234 Hegira, corresponding to the 13th day of the month of Poos, 1875 Summut.*

(Sd.) J. CAULFIELD.

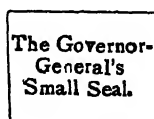


(Sd.) HASTINGS.

„ G. DOWDESWELL.

„ JAS. STUART.

„ J. ADAM.



Ratified by His Excellency the Governor General in Council, this 13th day of February, A.D. 1819.

(Sd.) C. T. METCALFE,

*Secretary to Government.*

## NO. XXIII.

### AGREEMENT between the BRITISH GOVERNMENT and the MAHA RAWUL SREE BHOWANEE SING, RAWUL of BANSWARRA—1820.

Whereas in the 8th Article of the Treaty between the British Government and the Maha Rawul Sree Bhowanee Sing, Rawul of Banswarra,

dated 25th December 1818, corresponding with the 13th month Poos Summut 1875, the aforesaid Rawul stipulates to pay to the aforesaid British Government all arrears of tribute due to the Rajah of Dhar or any other State up to the date of the said Treaty in such annual payments and at such periods as his income may admit of according to the discretion of the British Government; and whereas the British Government taking into consideration the impoverished state of the Rawul's country and finances has been pleased to accept a payment of 35,000 Salim Rupees, being equal to one year's tribute in days of prosperity in lieu of all the arrears specified in the 8th Article: The Maha Rawul hereby agrees to pay that sum to the British Government by instalments at the periods following:—

	S. Rs.
In Phagoon 1876 Summut, corresponding with February 1820, A.D. .	1,500
In Bysakh Sood Poonum 1877 Summut, corresponding with April 1820, A.D. . . . .	1,500
In Magh Sood Poonum 1877 Summut, corresponding with January 1821, A.D. . . . .	2,500
In Bysakh Sood Poonum 1878 Summut, corresponding with April 1821, A.D. . . . .	2,500
In Magh Sood Poonum 1878 Summut, corresponding with January 1822, A.D. . . . .	3,000
In Bysakh Sood Poonum 1879 Summut, corresponding with April 1822, A.D. . . . .	3,000
In Magh Sood Poonum 1879 Summut, corresponding with January 1823, A.D. . . . .	3,500
In Bysakh Sood Poonum 1880 Summut, corresponding with April 1823, A.D. . . . .	3,500
In Magh Sood Poonum 1880 Summut, corresponding with January 1824, A.D. . . . .	3,500
In Bysakh Sood Poonum 1881 Summut, corresponding with April 1824, A.D. . . . .	3,500
In Magh Sood Poonum 1881 Summut, corresponding with January 1825, A.D. . . . .	3,500
In Bysakh Sood Poonum 1882 Summut, corresponding with April 1825, A.D. . . . .	3,500

Whereas in the 9th Article of the Treaty aforementioned the Maha Rawul agrees to pay to the British Government, in lieu of its protection, a tribute, according to the prosperity of the country, but not exceeding three-eighths of its actual revenue; and whereas the British Government, desirous of the speedy prosperity of the Rawul's country, has been pleased to direct a settlement of the amount to be paid on account of tribute for the years A.D. 1819, 1820, 1821: The Maha Rawul agrees to pay the following sums for the three years above particularized in the following manner:—

	S. Rs.
In Phagoon 1876 Summut, corresponding with February 1820, A.D. .	8,500
In Bysakh Sood Poonum 1877 Summut, corresponding with April 1820, A.D. . . . .	8,500
Total Rupees for the year 1819 . . . . .	<u>17,000</u>

	S. Rs.
In Magh Sood Poonum 1877 Summut, corresponding with January 1821, A.D. . . . .	10,000
In Bysakh Sood Poonum 1878 Summut, corresponding with April 1821, A.D. . . . .	10,000
Total Rupees for the year 1820 . . . . .	20,000
In Magh Sood Poonum 1878 Summut, corresponding with January 1822, A.D. . . . .	12,500
In Bysakh Sood Poonum 1879 Summut, corresponding with April 1822, A.D. . . . .	12,500
Total Rupees for the year 1821 . . . . .	25,000

This settlement is for three years only, at the expiration of which period the British Government will, according to the terms of the 9th Article of the Treaty, make such a regulation of the tribute as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interest of both Governments. This Agreement was concluded at Banswarra by Captain A. MacDonald, acting under the orders of General Sir John Malcolm, K.C.B. and K.L.S., on the part of the British Government, and by the Maha Rawul Sree Bhowanee Sing on the part of his own government, this 15th day of February 1820, corresponding with the 2nd Phagoon Sood year Summut Bekoor Mejeit 1876, and 26th of Rubbee Oosanee year of Hegira 1236.

The Rawul's  
Seal.

(Sd.) A. MACDONALD,

*Assistant to Sir J. Malcolm.*

## NO. XXIV.

### AGREEMENT between the BRITISH GOVERNMENT and the MAHA RAWUL SREE BHOWANEE SING, RAWUL of BANSWARRA.—1823.

Whereas in the 9th Article of the Treaty between the British Government and the Maha Rawul Sree Bhowanee Sing, Rawul of Banswarra, dated 25th December 1818, A.D., corresponding with 13th month Poos Sumbut 1875, the aforesaid Rawul stipulates to pay to the aforesaid British Government in lieu of its protection tribute according to the prosperity of the country but not exceeding three-eighths of its actual revenue; and whereas the aforesaid Rawul has paid the amount of tribute due for the year 1819, 1820, 1821, A.D., according to the Agreement dated 15th February 1820, A.D., corresponding with the 2nd Phagoon Sood Sumbut 1876, the British

Government with a view to the prosperity of the Rawul's country is pleased to make a settlement of the amount to be paid for the following years:—

	S. S. Rs.
Tribute for the year 1822, A.D. . . . .	24,000
Balance of arrears due to the State of Dhar . . . . .	7,000
Total . . . . .	31,000
Of this sum will be paid on Phagoon Bud Amawus, corresponding with March 1823, A.D. . . . .	15,500
And on Bysakh Sood Poonum Sumbut 1880, corresponding with April 1823, A.D. . . . .	15,500
Tribute for the year 1823, A.D. . . . .	25,000
Balance of arrears due to the State of Dhar . . . . .	7,000
Total . . . . .	32,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1880, corresponding with March 1824, A.D. . . . .	16,000
On Bysakh Sood Poonum Sumbut 1881, corresponding with May 1824, A.D. . . . .	16,000
Tribute for the year 1824, A.D. . . . .	26,000
Balance of arrears due to the State of Dhar . . . . .	7,000
Total . . . . .	33,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1881, corresponding with March 1825, A.D. . . . .	16,500
On Bysakh Sood Poonum Sumbut 1882, corresponding with May 1825, A.D. . . . .	16,500
Tribute for the year 1825, A.D. . . . .	34,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1882, corresponding with March 1826, A.D. . . . .	17,000
On Bysakh Sood Poonum Sumbut 1883, corresponding with May 1826, A.D. . . . .	17,000
Tribute for the year 1826, A.D. . . . .	35,000
Of this sum will be paid on Phagoon Bud Amawus Sumbut 1883, corresponding with March 1827, A.D. . . . .	17,500
On Bysakh Sood Poonum Sumbut 1884, corresponding with May 1827, A.D. . . . .	17,500

For the five succeeding years, *viz.*, 1827, 1828, 1829, 1830, 1831, A.D., the same sum will be paid yearly, *viz.*, 35,000 S. S. Rupees and in two instalments each year on the months above specified.

This arrangement is for ten years, after the expiration of which the British Government will, according to the 9th Article of the Treaty, make such a settlement as will be consistent with its own good faith, the prosperity of the Rawul's country, and the interests of both Governments.

This Agreement was concluded at Pertabgurh on the 11th February 1823, A.D., corresponding with Magh Bud Amawus Sumbut 1879, between Captain A. MacDonald, Local Agent in Bangur and Kantel, acting under the orders of Major-General Sir David Ochterlony, BART., and G.C.B., Resident in Malwa and Rajputana, and the Maha Rawul Bhowanee Sing, Rawul of Banswarra.

(Sd.) A. MACDONALD,  
*Local Agent.*

(Sd.) MAHA RAWULJI SREE BHOWANEE SINGHJI (*in Nagri*).  
*Seal of*                      do.                      do.

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No. XXV.

PURPORT of a KHAREETA from RAWUL BHOWANEE SING of BANSWARRA to COLONEL SPEIRS, dated 9th June 1836.

In future I shall use my utmost exertions in bringing into order the troublesome and refractory Bheels of my territory, and to prevent all complaints being made against them by the authorities of the neighbouring States. Should they attempt to resist my authority, and continue to follow their lawless practices, I will adopt such measures as may be available to inflict punishment on them, and cause compensation to be made for such outrages as they may commit. At the same time I engage to act agreeably to what is stated in the following articles :—

ARTICLE 1.

My attention in the first instance shall be directed towards the regular and punctual payment of the tribute demandable by Government and to the adoption of such measures as may tend to the improvement and welfare of my country. I will on no occasion allow myself to be guided by designing, artful and intriguing men.

ARTICLE 2.

In order to enable me to be punctual in the discharge of the arrears of tribute due to Government, agreeably to the instalments hereafter specified, I will, to the best of my ability, make arrangements to reduce my personal expenses and those of my Government, so as to enable me to liquidate the amount due to Government as arrears of tribute.

ARTICLE 3.

For the better management and administration of the affairs of my Government, I will, with your concurrence, appoint such individuals to the

situations of manager under me, Fotadar, etc., as may be fully capable of conducting the affairs of my State, and will not remove them at the instigation of evil-disposed men. Should they be found committing irregularities, they shall be reprov'd for their error.

#### ARTICLE 4.

Those individuals who have been on former occasions dismissed by me on account of misconduct shall not again be admitted into my service. In future I will refrain from keeping company with Bhats, Charuns and people of low character.

Out of the sum of Rs. 1,69,385, due to Government on account of tribute, I have already given you hoondees to the amount of Rs. 80,000; a further sum of Rs. 20,000 will be discharged with the tribute for next year, and the balance of these arrears I engage to liquidate by instalments in the course of eight years as detailed in the annexed statement.

Being unable to clear off the whole amount of arrears at once I have proposed the foregoing arrangement, which I hope will meet with your approval. At the same time I beg you will take into consideration and represent to Government the impoverished state of my country, and the reduced circumstances I am in at present, so that I may be relieved from the charge of interest, which I can by no means afford to pay.

Statement of instalments fixed for the payment of arrears of tribute due to Government from the State of Banswarra :—

	Rs.	Rs.
Tribute for Sumbut 1893, A.D. 1836-37 . . . . .	35,000	
In liquidation of former arrears . . . . .	20,000	
		55 000
Tribute and arrears for Sumbut 1894 or A.D. 1837-38 . . . . .	45,000	
Ditto for Sumbut 1895 or A.D. 1838-39 . . . . .	45,000	
Ditto for Sumbut 1896 or A.D. 1839-40 . . . . .	45,000	
Ditto for Sumbut 1897 or A.D. 1840-41 . . . . .	45,000	
Ditto for Sumbut 1898 or A.D. 1841-42 . . . . .	45,000	
Ditto for Sumbut 1899 or A.D. 1842-43 . . . . .	45,000	
Ditto for Sumbut 1900 or A.D. 1843-44 . . . . .	44,385	
		3,69,385

(True translation.)

(Sd.) ALEX. SPEIRS,

*Political Agent.*

## No. XXVI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS LUCHMUN SING, MAHA RAWUL of BANSWARRA, his children, heirs and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEYWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BART. G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the MAHA RAWUL LUCHMUN SING—1868.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Banswarra State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

## ARTICLE 2.

That any person being a subject of Banswarra, committing a heinous offence within the limits of the Banswarra State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

## ARTICLE 3.

That any person, other than a Banswarra subject, committing a heinous offence within the limits of the Banswarra State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Agent in whom the political supervision of Banswarra may be invested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.



## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |  |
|---|--|
| 1. Murder.  | 11. Robbery.                                   |
| 2. Attempt to murder.                                 | 12. Burglary.                                  |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                              |
| 4. Thuggee.   | 14. Arson.                                     |
| 5. Poisoning.   | 15. Forgery.                                   |
| 6. Rape.  | 16. Counterfeiting coin or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                  |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.     |
| 9. Selling females.                                   | 19. Abetting the above offences.               |
| 10. Dacoitee.   |  |

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to effect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

*Done at Banswarra, this twenty-fourth day of December in the year of Our Lord one thousand eight hundred and sixty-eight.*

Seal.

(Sd.) A. R. E. HUTCHINSON, *Lieut.-Col.*,

*Offg. Political Agent in Meywar.*

Seal.

Seal and signature of the Maha Rawul of Banswarra.

Seal.

(Sd.) MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor General of India, at Fort William, on the 5th of March 1869.

Seal.

(Sd.) W. S. SETON-KARR,

*Secy. to the Govt. of India, Foreign Dept.*

## No. XXVII.

AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding  
EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 5th March 1869, between the British Government and the Banswarra State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Banswarra State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Banswarra State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Banswarra State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

*Signed at Banswarra this twenty-seventh day of July in the year A.D. one thousand eight hundred and eighty-seven.*

Seal.

(Sd.) IN VERNACULAR,

*Maharawal of Banswarra.*Seal.(Sd.) A. F. PINHEY, *Lieut.*,*Asstt. Political Agent,**Banswarra and Pertabgarh.*

(Sd.) DUFFERIN,

*Viceroy and Govr.-Genl. of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,

*Secy. to the Govt. of India, Foreign Dept.*

## No. XXVIII.

Translation of the list of 21 grievances submitted by the Banswara Jagirdars and of the orders of the Darbar thereon.

*Grievances as represented by the Sardars.*

1. That His Highness the Maharawal should first visit the Sardars at their tents on their arrival at the capital on the occasion of the Dasehra festival.

2. Those Sardars who are entitled to free rations should always receive them.

3. Those who are entitled to the privilege should be supplied with food from the Royal kitchen.

4. When the Jagirdars go to make their obeisance to His Highness, the latter should embrace them.

5. That when they attend the Court, they should be permitted to take their followers with them.

6. The Kanwars of the Tazimi Sardars should alight from their horses at the Shingwasani matts.

7. In the Darikhana, the Sardars shall be seated in the order of precedence.

8. The Sardars shall accompany His Highness whenever and wherever the latter goes, but they are not bound to accompany the Kamdar.

9. When any Sardar has an unavoidable business, he shall not accompany His Highness on any expedition.

10. The Maharajas of Khandu and Surpur should dine and smoke in company with His Highness.

11. The succession fee should only be levied from those Sardars who according to ancient custom are liable

*Orders of the Maharawal.*

1. On application being made to the Maharawal orders will be given in accordance therewith. Their request will be granted.

2. Rations shall be allowed according to ancient customs.

3. This is a small matter that must depend on the will and pleasure of the Maharawal.

4. This also must be optional with the Maharawal.

5. Such followers as are worthy of being admitted into the Darikhana shall accompany them.

6. The privilege shall be continued to those that are entitled to it: special Parwanas conformatory of this privilege have been issued to Garhi and Khandu.

7. They should sit according to their ancient order of precedence.

8. This will depend upon circumstances in accordance with which orders will be given and will have to be obeyed.

9. On the matter being represented, the circumstances will be taken into consideration, and, if possible, the Sardar's attendance will be excused.

10. This must depend on the pleasure of the Maharawal.

11. The succession fee will be levied in accordance with ancient custom and will be calculated on

*Grievances as represented by the Sardars—contd.*

to its payment and not from those who are not liable to its payment according to ancient custom.

12. No Polki Chitthis shall be exacted.

13. No new Pattas or leases should be issued.

14. No Jagirdar shall be called on to make his obeisance to the Maharawal until the Talwar Bandhai ceremony has been performed.

15. Sardars are not to pay more than the usual tribute.

16. The privilege of adoption should rest with the relatives of the family without any interference on the part of the Darbar.

17. The Jagirdars shall invariably receive replies to their references.

18. All boundary disputes shall be properly settled and demarcated.

19. The Sardars are not obliged to attend at the Gangor festival and the Mela (fair).

20. The question of the Khandu grain which was stopped by the Raj should be settled.

21. The Sardars shall submit further representations they may have to make.

*Orders of the Maharawal—contd.*

the basis of the amount and capabilities of the Jagir. No hardship will be exercised.

12. No Polki Chitthis shall be exacted.

13. No new Pattas shall be issued.

14. Agreed. No Sardar shall be so called on.

15. A remission of 4 annas in the rupee is made from the increase of  $5\frac{1}{2}$  annas in the rupee ordered in Samvat 1935.

16. When the necessity for adoption arises in the case of any jagir the women and relatives of the family will appoint and instal the successor they may choose and perform the ceremony of Pagri Bandhai. Information of what is done must be sent to the Darbar.

17. Replies shall be given.

18. A proper settlement shall be effected within six months.

*Note.*—The officials for this have been appointed and will commence work after the *Holi*.

19. Every Jagirdar must attend the Mela and the Gangor festival, with the exception of the Sardars of Garhi and Khandu, who must send in Bhala Admis and Sowars to represent them. Whenever it be found necessary the Garhi and Khandu Sardars on being called on shall also attend.

20. This will be settled.

*Note.*—This has since been settled and a sum of money paid to the Khandu Maharaj.

21. Very well. Let them do so.

*Memorandum by the Darbar.*

All the Jagirdars should faithfully obey the orders of the Darbar, and the Darbar on their part shall carry out the arrangements as noted above.

Dated Phagun Sudi 7th Samvat 1939. Thursday (A. D., 15th March 1883).

*Note added by the Darbar.*

P.S.—From the 5½ annas' increase made in the tribute in Samvat 1935, 4 annas are remitted. As regards the explanation as to which is to be considered a Darikhana, the Darikhana is that where a Darbar is assembled.

Dated Phagun Sudi 7th Samvat 1939, Thursday.

(Sd.)	RAO GAMIR SINGH of Garhi.
"	CHHORU FATEH SINGH of Khandu.
"	PARTAP SINGH of Deodan.
"	ZORAWAR SINGH of Kundla.
"	GUMAN SINGH of Bhukia.
"	DULEH SINGH of Gauora.
"	BALWANT SINGH of Maitwala.
"	BAKHTAWAR SINGH of Talwara.
"	LAL SINGH of Amja.
"	MADHO SINGH of Sulkia.
"	GULAL SINGH of Kuania.

### Translation of Razinama filed in the Banswara Darbar by certain Jagirdars of the State.

*After Compliments.*—We preferred in the Darbar our grievances, 21 in number, and orders having been passed on them, a copy of it has been furnished to us with a Chittha. We are quite agreeable to its contents: we have now nothing more to complain of in connection therewith and we will act in accordance with the details of the list. We file this Arzi as a Razinama in the matter.

Dated Phagun Sudi 7th Samvat 1939 (A. D. 15th March 1883.)

(Sd.)	RAO GAMIR SINGH.
"	CHHORU FATEH SINGH.
"	BALWANT SINGH.
"	BAKHTAWAR SINGH.
"	GUMAN SINGH.
"	DULEH SINGH.
"	LAL SINGH.
"	AMAR SINGH.
"	PARTAP SINGH.
"	ZORAWAR SINGH.

## NO. XXIX.

## TREATY with the RAJAH of PERTABGURH.—1804.

COPY of a TREATY concluded with SAVUT SING, RAJAH of PERTABGURH. by COLONEL MURRAY, COMMANDING the BRITISH TROOPS in GUZERAT, the Attaveesy, and Malwa, 1804.

## ARTICLE 1.

The Rajah disclaims all subjection or acknowledgment of superiority to Juswunt Rao Holkar.

## ARTICLE 2.

The Rajah engages to pay the tribute formerly paid by him to Juswunt Rao Holkar to the British Government, when the Most Noble the Governor General shall think fit to order it to be levied.

## ARTICLE 3.

The Rajah shall consider the enemies of the British Government as his own, and engages that he will not permit them to remain in his districts.

## ARTICLE 4.

All British troops and stores of every description for the British army shall be permitted to pass free through the districts of the Rajah; and the Rajah further engages to afford them every assistance and protection.

## ARTICLE 5.

The districts of the Rajah shall deliver at Mulhar Ghur five thousand maunds of rice, two thousand maunds of gram, and three thousand maunds of Jowaree, for which a fair and equitable price shall be paid on the delivery, to be made one-half in fourteen, the remainder in twenty-eight days.

## ARTICLE 6.

In the full confidence that the above Articles shall be strictly performed by the Rajah, Colonel Murray, Commanding the British forces, engages to raise no contributions, either of money, cattle, or grain, nor will he permit any contributions to be levied by detachments of British troops under his command.

## ARTICLE 7.

The Rajah engages to coin in the mint of Pertabgurh such bullion as the Commanding Officer of the British troops may find convenient to send there, the British Government defraying the actual expense.

## ARTICLE 8.

This Treaty shall be sent, with the least possible delay, for the ratification of His Excellency the Most Noble the Governor-General ; but the above Articles shall be strictly adhered to by the Officer Commanding the troops and the Rajah, till the ratification shall arrive.

*Given under my hand and seal, this 25th day of November 1804, in Camp on the Chumbul.*

(Sd.) J. MURRAY,  
Collector.

## No. XXX.

TREATY with the RAJA of DOWLEAH and PERTABGURH, dated the 5th of October 1818.

ENGAGEMENT entered into by the HONOURABLE the EAST INDIA COMPANY and SAMUT SING, RAJAH of DOWLEAH and PERTABGURH, his heirs and successors, settled by CAPTAIN CAULFIELD, under authority from BRIGADIER-GENERAL SIR JOHN MALCOLM, K.C.B. and K.L.S., POLITICAL AGENT to the MOST NOBLE the GOVERNOR-GENERAL on the part of the HONOURABLE EAST INDIA COMPANY, and RAM CHUND BHOW, on the part of SAMUT SING, RAJAH of DOWLEAH and PERTABGURH, the said BRIGADIER-GENERAL SIR JOHN MALCOLM being invested with full power and authority from the MOST NOBLE FRANCIS, MARQUIS OF HASTINGS, K.G., one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, appointed by the HONOURABLE EAST INDIA COMPANY, to direct and control all their affairs in the East Indies, and the said RAM CHUND BHOW being duly invested with full powers on the part of SAMUT SING, RAJAH of DOWLEAH and PERTABGURH.

## ARTICLE 1.

The Rajah promises to give up all connection with other States, and to the utmost of his power prove his obedience to the British Government, who, in return, agree to assist him in re-establishing good order throughout his

district, and to protect him from the claims and trespasses of all other States.

#### ARTICLE 2.

The Rajah agrees to pay to the British Government all arrears of tribute justly due to Maharajah Mulhar Rao Holkar, amounting to one lakh twenty-four thousand six hundred and fifty-seven Rupees and six annas, in the following manner, *viz.* :—

The first year Anno Domini 1818-19, corresponding to the years Fuslee 1226 and 1875 Sumbut, ten thousand Rupees.

Second year—fifteen thousand Rupees.

Third year—twenty thousand Rupees.

Fourth year—twenty-five thousand Rupees.

Fifth year—twenty-five thousand Rupees.

Sixth year—twenty-nine thousand six hundred and fifty-seven Rupees and six annas.

And the Rajah further agrees, that in case the above payments be not made as specified, an Agent on the part of British Government shall be appointed to receive the sums above-mentioned from the town duties of Pertabgarh.

#### ARTICLE 3.

The Rajah of Dowleah and Pertabgarh agrees on his part and on that of his heirs to pay to the British Government, in lieu of its protection, such tributes and presents as he has hitherto paid to Mulhar Rao Holkar; the above tribute to be paid as follows, *viz.* :—

The first year Anno Domini 1818-19 corresponding to the year 1226 Fuslee and 1875 Sumbut, the sum of thirty-five thousand Rupees.

Second year—forty-five thousand Rupees.

Third year—fifty-five thousand Rupees.

Fourth year—sixty-five thousand Rupees.

And the fifth year, the full amount of the tribute, namely, seventy-two thousand seven hundred Salim Sahee Rupees, in two payments, half in Maugh and the other half in Jeyte, corresponding to the months of March and July.

#### ARTICLE 4.

The Rajah further agrees not to entertain Arabs or Mekranees in his service, but to keep up fifty horsemen and two hundred foot soldiers, inhabitants of the Pertabgarh district, who are to be at the disposal of the British Government whenever their services are required in the vicinity of the Pertabgarh district.

#### ARTICLE 5.

The Rajah of Pertabgarh to be the master of his own government, in the affairs of which the British Government is not to interfere, except in the settlement of all predatory tribes, and in the re-establishment of tranquillity and good order; the Rajah agrees to be guided by the advice of the British Government, and further, that he will not levy any unusual duty on the mint or merchants, or on merchandize, throughout his territories.



## ARTICLE 6.

The British Government agrees not to give countenance to any of the connections or relations of the Pertabgarh Rajah who may be disobedient, but to afford the Rajah aid in bringing them under due control.

## ARTICLE 7.

The British Government agrees to aid the Rajah in subduing the Meenahs, Bheels, etc., etc.

## ARTICLE 8.

The British Government agrees not to interfere with any just and ancient claims the Rajah may be authorized to make by usage on his subjects.

## ARTICLE 9.

The British Government agrees to aid the Rajah in all his just demands on his subjects should he not be able to enforce them.

## ARTICLE 10.

If the Pertabgarh Rajah should have any just claims upon any neighbouring State or the surrounding Thakoors the British Government agrees to afford him the benefit of its influence in recovering or adjusting them. It will also mediate to settle any difference or dispute that may arise between him and such Chiefs.

## ARTICLE 11.

The British Government agrees not to interfere in the distribution of the Kheraut lands; and it will pay on all occasions the utmost respect to the religious customs and prejudices of the Rajah and the inhabitants of the country.

## ARTICLE 12.

The Rajah agrees, in the third Article of this engagement, to pay tribute to the British Government, and, for the purpose of securing the same, agrees to pay the said tribute to persons to be appointed to receive it on the part of the British Government; and in the event of any failure in the said payment the Rajah agrees that an Agent on the part of the British Government be appointed to receive the tribute from the town duties of Pertabgarh.

This engagement, consisting of twelve Articles, has been this day settled by Captain James Caulfield, acting under the directions of Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., on the part of the Honourable Company and by Ram Chund Bhow on the part of Samut Sing Rajah of Dowleah and Pertabgarh; Captain Caulfield has delivered one copy thereof in English, Persian, and Hindustani, signed and sealed by himself, to the said Ram Chund Bhow, to be forwarded to the Rajah of Dowleah and Pertabgarh, and has received from the said Ram Chund Bhow a counterpart of the said engagement signed and sealed by him.

Captain Caulfield engages that a copy of the said Treaty, ratified by the Most Noble the Governor-General, in every respect a counterpart of the Treaty now executed by himself, shall be delivered to Ram Chund Bhow, to be given to Samut Sing, Rajah of Dowleah and Pertabgarh, within the period of two months; and on the delivery of such copy to the Rajah the Treaty executed by Captain Caulfield, under the immediate direction of Brigadier-General Sir John Malcolm, K.C.B. and K.L.S., shall be returned: and Ram Chund Bhow in like manner engages that another copy of the said Treaty by Samut Sing, Rajah of Dowleah and Pertabgarh, in every respect the counterpart of the Treaty now executed by himself, shall be delivered to Captain Caulfield, to be forwarded to the Most Noble the Governor-General, within the space of eight days from this date, and on the delivery of such copy to the Most Noble the Governor-General the Treaty executed by Ram Chund Bhow, by virtue of the full power and authority vested in him as abovementioned, shall also be returned.

*Done at Neemuch, this 5th day of October, A.D. 1818, on the 4th day of Zehijj, in the year of Hegira 1233, corresponding to the 6th day of the month Assauje Sud Chyte Sumbut 1875.*

(Sd.) HASTINGS.

The Governor  
General's  
Small Seal.



„ G. DOWDESWELL.  
„ J. STUART.  
„ C. M. RICKETTS.

Ratified by His Excellency the Most Noble the Governor-General in Council, at Fort William, this 7th day of November 1818.

(Sd.) J. ADAM,  
*Chief Secretary to Government.*

No. XXXI.

(Signature of RAWUL SAMUT SING.)

ENGAGEMENT entered into by RAWUL SAMUT SING of Pertabgarh with CAPTAIN A. MACDONALD on the part of the HONOURABLE COMPANY—1823

Two hundred infantry and fifty cavalry are stated in the Treaty; and one thousand Rupees per mensem, or twelve thousand Rupees per annum, shall be

paid to Government for their maintenance by regular instalments. From the year Sumbut 1883 two thousand Rupees per mensem, or twenty-four thousand Rupees per annum, shall be paid to the Company's Government, and from this no deviation will be made. The Rupees to be of the Salim Sahee standard.

*Ughun Soodee 7th Sumbut 1880, or 9th December 1823.*

## NO. XXXII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS OODEY SING, RAJAH of DOWLEAH and PERTABGURH, his children, heirs, and successors, executed on the one part by LIEUTENANT-COLONEL ALEXANDER ROSS ELLIOT HUTCHINSON, OFFICIATING POLITICAL AGENT of MEYWAR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR, LAWRENCE, BART., G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by the RAJAH OODEY SING—1868.

### ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Pertabgurh State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

### ARTICLE 2.

That any person, being a subject of Pertabgurh, committing a heinous offence within the limits of the Pertabgurh State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

### ARTICLE 3.

That any person, other than a Pertabgurh subject, committing a heinous offence within the limits of the Pertabgurh State, and seeking asylum in British territory, will be apprehended, and the case investigated by such court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Agent in whom the political supervision of Pertabgurh may be invested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

*Done at Pertabgarh this twenty-second day of December in the year of Our Lord one thousand eight hundred and sixty-eight.*

Seal.

(Sd.) A. R. E. HUTCHINSON, *Lieut.-Col.,*

*Offg. Poltl. Agent in Meywar.*

Seal.

Seal and Signature of the Rajah of Pertabgarh and Dowleah.

Seal.

(Sd.) MAYO,

*Viceroy and Govr.-Genl. of India.*

This Treaty was ratified by His Excellency the Viceroy and Governor General of India, at Fort William, on the 19th of February 1869.

Seal.

(Sd.) W. S. SETON-KARR,  
*Secy. to the Govt. of India, Foreign Dept.*

### No. XXXIII.

#### AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 19th February 1869, between the British Government and the *Pertabgurh* State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the *Pertabgurh* State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the *Pertabgurh* State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the *Pertabgurh* State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

*Signed at Pertabgurh this twenty-ninth day of August in the year A. D. one thousand eight hundred and eighty-seven.*

Seal.

(Sd.) IN VERNACULAR,  
*Maharawat of Pertabgurh.*

Seal

(Sd.) A. F. PINHEY, *Lieut.,*  
*Asstt. Poltl. Agent, Banswarra and Pertabgurh.*

(Sd.) DUFFERIN,  
*Viceroy and Govr.-Genl. of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the 28th day of March A. D. one thousand eight hundred and eight-eight.

(Sd.) H. M. DURAND,  
*Secy. to the Govt. of India, Foreign Dept.*

## II—THE JAIPUR AGENCY.\*

### (I.) JAIPUR.

The present State of Jaipur was, it is believed, founded by Dulha Rai about A.D. 1128. The family belong to the Kachwaha tribe of Rajputs and claim descent from Rama, King of Ajodhya, between whom and Dulha Rai are said to have intervened one hundred and four generations. At the time of the foundation of the Jaipur State the country of Rajputana was divided among petty Rajput and Mina Chiefs, all owing allegiance to the Hindu Kings who then ruled in Delhi.

At an early date Jaipur succumbed to the Muhammadans. Raja Bhagwan Das was the first Rajput Chief who allied himself by marriage with the Muhammadan Emperors of Delhi. The Jaipur family furnished the Emperors with some of their most distinguished military leaders. One of the Chiefs of Jaipur, Jai Singh II, who began to rule in 1699, was distinguished by his intellectual capacity and his liberal patronage of science and art. His attainments in mathematics and astronomy have made his name known to European scholars. At a later period the Rajas of Jaipur united with Udaipur and Jodhpur to resist the Muhammadan power. To obtain the privilege of re-marrying with the Udaipur family, which the Jaipur Chiefs had forfeited by matrimonial alliances with the Emperors, they agreed, on the occasion of such alliances, that the issue of the Udaipur princess should succeed to the State in preference to elder sons by other wives. This attempt to set aside the rights of elder sons brought great disasters both on Jaipur and Udaipur.

The Maratha supremacy over the Rajput States had succeeded that of the Muhammadans when the political relations of the British Government with Jaipur commenced in 1803. Jagat Singh was then Maharaja of Jaipur. In pursuance of the general policy of the British Government at the commencement of the Maratha war to exclude the Marathas from Hindustan by uniting the Rajput Chiefs in subsidiary alliances with the British Government, a Treaty (No. XXXIV) was concluded in 1803 with Jagat Singh. That Chief, however, fulfilled his obligations very imperfectly, and Lord Cornwallis, who had resolved to abandon the system of subsidiary alliances,

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\* The Agency is controlled by the Resident at Jaipur.

declared the connection with Jaipur to be dissolved and withdrew from that State the protection of the British Government. But before this resolution had been communicated the Maharaja had retrieved his credit by heartily co-operating against Holkar with Lord Lake, who had thereupon assured him of continued support. The policy of Lord Cornwallis, however, was followed by Sir George Barlow who, notwithstanding the remonstrance of Lord Lake based on grounds both of general policy and of good faith, dissolved the alliance with Jaipur.

The expediency of the dissolution of this alliance was considered to be very questionable by the Home Government, who in 1813 directed that Jaipur should again be taken under protection if an opportunity afforded. But, owing to the outbreak of the war with Nepal, it was considered better to postpone any such measure until it could be adopted as part of the general scheme for the suppression of the Pindaris. In 1817, when negotiations were opened, it was found that the cancelment of the previous treaty had rendered the Jaipur State reluctant to enter into a fresh alliance. In time, however, the increasing necessities of the State; the example of its neighbours and the apprehension of being excluded from British protection; the continued exactions of Amir Khan's troops, who were permitted to remain in the country till Jaipur should enter into the general scheme of suppressing the Pindaris; and the arrangements in progress for forming separate engagements with the small States depending on Jaipur, which would have reduced her to insignificance,—all these concurring causes led at length to Maharaja Jagat Singh's accepting a Treaty (No. XXXV) on the 2nd April 1818, by which the protection of the British Government was extended to Jaipur. On his part he agreed to furnish troops at the requisition of the British Government, and to pay an annual tribute of eight lakhs of rupees until the revenue should exceed forty lakhs, after which five-sixteenths of the excess were to be paid in addition to the eight lakhs. The first duty urged on the Maharaja after the conclusion of the treaty was the resumption of the lands usurped by the nobles, and the reduction of the nobles to their proper relation of subordination to the Maharaja. Through the mediation of Sir David Ochterlony Agreements (No. XXXVI) were entered into in 1819 similar to those formed at Udaipur. The usurped lands were restored to the Maharaja and the nobles were guaranteed in their legitimate rights and possessions.

In 1818 Jagat Singh ended a life which had been spent in gross debauchery. He left no sons and an attempt was made to put Mohan Singh, a distant relative of the family, in power; but on the 25th April 1819 one of the Ranis bore a posthumous son, Jai Singh, and he was recognised as heir both by the Jaipur nobles and the British Government. His mother, who was known as the Bhatianiji Maji, was Regent. Till the Rani's death in 1833 Jaipur was a scene of corruption and misgovernment, and the British Government found it necessary to appoint an officer to reside at Jaipur and to authorise him to interfere in the internal administration of the State, with the view of guarding the interests of Government and securing the payment of the tribute.

The young Maharaja Jai Singh III died in 1835, leaving as his successor a son, Ram Singh, then under two years of age. It was supposed that the Raja had been poisoned by one Jota Ram, the paramour of the late Rani, who, under her influence, had acquired great power in the State and supplanted in the office of minister Rawal Bairisal, the nominee of the British Government. On the death of Maharaja Jai Singh the Agent to the Governor General proceeded to Jaipur to make enquiries; reform the administration; and assume the guardianship of the infant heir. The strong measures which he adopted led to the formation of a conspiracy by Jota Ram. The Agent's life was attempted and his Assistant was murdered. The murderers were seized and executed by order of Rawal Bairisal whom the Agent had appointed minister; and Jota Ram and his fellow-conspirators were imprisoned for life in the fort of Chunar.

Large arrears of tribute had accumulated during the long course of misgovernment in Jaipur, and the resources of the State were nearly ruined. It therefore again became necessary in 1834 for the British Government to interfere in the internal administration, in which till then the Chandrawatji Maji, as mother of the minor, Ram Singh, had been *de facto* Regent. A Council of Regency, consisting of five of the principal nobles, was formed under the superintendence of the Political Agent, for whose decision all measures of importance were submitted; the army was reduced; every branch of the administration was reformed; and sati, slavery, and infanticide were prohibited. The tribute was found to be far in excess of a fair proportion of the revenue; and therefore in 1842 a remission was made of forty-six lakhs of arrears, and the annual tribute was reduced to four lakhs of rupees. No formal alteration was made at that time in the Treaty of 1818, but as the pro-



vision in Article 6, which empowered the British Government to demand an additional tribute from Jaipur when the revenues of the State should exceed forty lakhs of rupees was found to be inconvenient, and to a certain extent prejudicial to the welfare and improvement of the State, a supplementary Treaty (No. XXXVII) was concluded in 1871, by which Article 6 of the Treaty of 1818 was formally cancelled, and the tribute payable by Jaipur was fixed in perpetuity at four lakhs of rupees per annum. In return for this favourable concession the Maharaja promised on the part of himself and his successors to spend annually a reasonable sum on irrigation and other works of public utility within the State.

In 1868 a Treaty (No. XXXVIII) was executed with the Jaipur State providing for the mutual extradition of persons charged with certain specified heinous offences. In 1887 an Agreement (No. XXXIX) was concluded in modification of this Treaty, providing that in cases of extradition of offenders from British India to Jaipur the procedure for the time being in force in British India should be followed.

In 1868 the Maharaja of Jaipur agreed (No. XL) to cede free of cost land required for railway purposes; to defray all necessary compensation for loss accruing to owners of lands, houses, &c., in the land ceded; to make over full jurisdiction in the land ceded, short of sovereign rights, absolutely to the British Government; and to surrender all transit and other duties on goods passing through, goods breaking bulk or conveyed to or from the railway being charged either at the prevailing rates or at a tariff to be fixed thereafter.

In 1869 a Treaty (No. XLI) was concluded, by which the Maharaja leased for Rs. 2,75,000 a year the Jaipur share of the joint jurisdiction possessed by Jaipur and Jodhpur over the salt manufactured at Sambhar. The Darbar undertook not to levy any duty of any kind on British salt, and were entitled to receive from the British Government 172,000 maunds of salt annually at the rate of nine annas per maund, a royalty at the rate of 20 per cent. on the price per maund of any salt sold or exported in a year by the British Government in excess of 825,000 maunds, and 7,000 maunds of good salt a year, free of all charges, for the use of the Darbar. In accordance with this treaty the Sambhar Lake Court, which, for certain purposes, is subordinate to the Court of the District Magistrate, Ajmer, was established on the 18th March 1870.

In 1879 another Treaty (No. XLII) was concluded, providing for the suppression of the manufacture of salt in Jaipur territory; for the abolition of all dues of any kind on salt, and also on sugar or other saccharine produce with the exception of octroi, choongi, etcetera, levied on imports into towns with a population exceeding 5,000; and for the prevention of the import or export of any but British duty paid salt. The Darbar exchanged their right to 172,000 maunds of salt a year, at nine annas a maund, for an annual payment from the British Government of Rs. 4,00,000. They also granted to the British Government the management of the Kachar Rawasa Sar, Articles 3, 5, 6, 10, 14, 15, and 16 of the Treaty of 1869 being extended to the tract in question, in return for which the British Government undertook to pay annually, through the Maharaja, Rs. 8,000 to the Rao of Khandela and Rs. 3,000 to the Thakur of Kachar. As compensation for the loss suffered by them through the abolition of salt works in the State, the British Government agreed to pay certain landholders, through the Maharaja, Rs. 2,309-17 a year.

Maharaja Ram Singh did good service during the mutinies, for which he received a grant of the pargana of Kot Kasim under a promise to respect the revenue settlements made while the pargana was under British management. He also received, in 1862, the privilege of adoption (*Addendum* to No. V). He was an intelligent ruler, and took great interest in opening up roads through his State and also in education. Moreover, he much extended irrigation and gave his capital the benefit of gas and water works. In 1863 he was created a Knight Grand Commander of the Star of India. In consequence of his liberality during the famine in Rajputana in 1868, his salute was raised from seventeen to nineteen guns as a personal distinction. The Maharaja sat as a member of the mixed commission of Europeans and Natives by which Malhar Rao, Gaekwar of Baroda, was tried in 1875 for an attempt to poison the British Resident at Baroda. At the Imperial Assemblage at Delhi in January 1877 his personal salute was further raised to twenty-one guns, and the title of "Councillor of the Empress" was bestowed upon him.

He died on the 18th September 1880 without male issue, and was succeeded by a relative named Kaim Singh, of the Isarda Division of the Jhalai branch of the family, who was nominated as his successor by the Maharaja on his death-bed. The Government of India confirmed the

selection, and Kaim Singh accordingly ascended the *gadi* under the name of Madho Singh II. He was then 19 years of age, and during the minority, the State was administered by a Council of which the British Resident and the Maharaja were joint Presidents.

Maharaja Madho Singh was invested with full powers on the 6th September 1882, when he completed his 21st year.

In 1882 the Darbar remitted all transit duties on the roads leading to and from the railway stations in Jaipur territory, and in 1884 the Maharaja abolished all transit duties throughout the Jaipur territory, with the exception of the duty upon opium and intoxicating drugs.

For many years attempts were made, but without success, to obtain a satisfactory settlement of the frequent disputes by which the peace of the Jaipur and Patiala border was disturbed. Rules had been proposed by Patiala in 1862 and generally accepted by Jaipur, but they were never formally introduced or acted upon, and the complaints of crime on the border became at length so frequent that in 1873 two British officers were deputed to the spot, and a code of rules was drawn up by them for regulating the pursuit and extradition of criminals on the borders of the two States. These rules were accepted by the States concerned and received the sanction of the British Government (letter of 1st July 1873).

In 1883 the rules were with the approval of the British Government extended to the neighbouring States of Jind, Nabha, and Loharu. Similar measures were at the same time introduced for the neighbouring States of Bharatpur and Karauli. Improved police arrangements were made on the Jaipur-Punjab border, and a similar procedure was arranged locally for the Jaipur, Jodhpur, and Bikaner frontier.

On the 1st January 1890 extradition rules were arranged as a tentative measure for one year between the Jaipur and Alwar States. They were identical, *mutatis mutandis*, with those settled with Bharatpur and Karauli in 1883. In 1891 they were extended for a further period of one year. In 1894 the Government of India consented to their permanent retention.

Between 1889 and 1891 the Maharaja raised a transport train for Imperial Service purposes. It was employed on the Chitral expedition in 1895; was increased in 1896, and in 1897 took part in the Tirah expedition. In 1899 the Government of India entered into an Agreement (No. XLIII)

with the Maharaja for the effective control and discipline of the Imperial Service troops maintained by the State when serving beyond its frontier.

In January 1900 extradition rules between Jaipur and Tonk were introduced tentatively for one year, with the sanction of the Government of India. They are now (1906) under revision.

In 1901 similar rules between Jaipur and Gwalior were introduced for one year, and were afterwards extended for another year, under the Agent to the Governor-General's sanction. A further extension is now being arranged.

In 1903 extradition rules, which had been tentatively introduced in 1883 between Jaipur and the States of Bharatpur and Karauli, were, with the consent of the Government of India, adopted permanently.

In 1904 the Maharaja ceded to the British Government full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by the Rewari-Phulera Chord Railway (No. XLIV). In the same year the Darbar agreed to surrender land free of charge for the construction and working of the Nagda-Muttra Railway.

Maharaja Madho Singh's personal salute was raised from seventeen to nineteen guns on the occasion of Her late Majesty Queen Victoria's Jubilee in 1887. He was created a Knight Grand Commander of the Star of India on the 2nd January 1888. In January 1896 his personal salute was again raised from nineteen to twenty-one guns, in connection with the services of the Jaipur Imperial Service Transport Corps during the Chitral Expedition. He was created a Knight Grand Commander of the Indian Empire in May 1900, and in June 1903 he was made a Knight Grand Cross of the Royal Victorian Order. On the 13th May 1904 he was appointed Honorary Colonel of the 13th Rajputs (the Shekhawati Regiment).

The right of succession to the State of Jaipur, in the event of the failure of direct heirs, is supposed to be vested in the Rajawats or the descendants of the *main* stock of Prithi Raj, one of the former rulers, in contradistinction to the descendants of the *other* sons of Prithi Raj. Of these sons there were twelve, to each of whom Prithi Raj gave estates known as the Bara (twelve) Kotris. The present number of Kotris is, however, more

than twelve, some having been obtained by descendants of earlier rulers, while some of the Kotris created by Prithi Singh Raj are now extinct.

No.	Kotris.	Name of Fiefs.	Yearly revenue of principal Fief.	Sub-Fiefs in family.	Total revenue held by family.	REMARKS.
			Rs.		Rs.	
1	Puranmalot ...	Nimera ...	10,000	1	10,000	The twelve Kotris formed by Prithi Raj.
2	Bhimpota ...	<i>Extinct</i> ...	...	...	...	
3	Nathawat ...	Chomu ...	70,000	10	2,20,000	
4	Pachainot ...	Sambra ...	17,700	3	24,700	
5	Sultanot ...	Surat ...	22,000	...	...	
6	Kangarot ...	Digi ...	50,000	22	6,00,000	
7	Rajawat ...	Chandlai ...	20,000	16	1,98,137	
8	Partabji ...	<i>Extinct</i> ...	...	...	...	
9	Balbhadarot ...	Achrol ...	28,850	2	1,30,000	
10	Sheodasji ...	<i>Extinct</i> ...	...	...	...	
11	Kalianot ...	Kalwar ...	25,000	19	2,45,000	
12	Chaturbhujot ...	Bhajwan ...	40,000	6	1,00,000	
	Gugawat ...	Duni ...	70,000	13	1,67,900	Kotris held by descendants of other Chiefs.
	Khumbani ...	Bhanskan	21,000	2	23,787	
	Khambawat ...	Mahar ...	27,538	6	40,738	
	Seobaranpota ...	Nindhir ..	10,000	3	49,500	
	Banbirpota ...	Balkoh ...	19,000	3	26,575	
	Naruka ...	Uniara ...	2,00,000	6	3,00,000	
	Bhankawat ...	Lohwan ...	15,000	4	34,600	

The area of Jaipur is estimated at 15,579 square miles ; and the population, by the census of 1901, is 2,658,666, including 1,032 Bhils. A large portion of the revenues of the State is alienated in jagirs and religious grants, but the available receipts are seventy lakhs of rupees. No local corps or

contingents are paid from the resources of Jaipur. The military forces, excluding Imperial Service troops, consist (1905) of 629 artillery men, 166 serviceable and 115 unserviceable guns, 3,912 infantry, and 567 cavalry; there are 31 forts in the State. The Maharaja maintains an Imperial Service Transport Corps of a sanctioned strength of 600 carts, 840 men and 1,200 ponies.

The ordinary salute of the Maharaja of Jaipur is 17 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

*Kot-Putli (Khetri).*

Subordinate to the Maharaja of Jaipur are several petty Chiefs of Shaikhawati, one of whom, the Raja of Khetri, holds the pargana of Kot-Putli as a fief of the British Government. Kot-Putli was granted by Lord Lake in 1803 to Raja Abhai Singh of Khetri and his descendants in *istimrar* tenure, subject to an annual payment of Rs. 20,001 (No. XLV). In 1806 the pargana was made over absolutely to the Raja of Khetri as a free gift in perpetuity (No. XLVI). The conditions of the grant were the immediate payment of Rs. 40,000; the promise of allegiance to the British Government; the preservation of good government; and the promotion of the welfare of the inhabitants.

In order to put an end to the continued disorders in Khetri consequent on the contumacy and misconduct of the Rani, mother of the then Raja, the Jaipur troops entered Khetri in March 1857, and arrangements were made for the administration of the country through officials appointed by the Jaipur State. On the subsequent expulsion of these officials by the Rani the Jaipur troops attacked and took the fort of Kot-Putli. The Jaipur State was thereupon required by the British Government to withdraw its troops from Kot-Putli, and to restore that territory to the Raja of Khetri.

The Raja of Khetri, Fateh Singh, died in 1870, when the adoption of Ajit Singh, then ten years of age, was recognised by the British Government in so far as it affected the succession to the pargana of Kot-Putli.

At the request of the Raja a special survey and revenue settlement of Kot-Putli was made in 1889 by a British officer. On the expiry of this settlement a new one was made by the Darbar, with the concurrence of the Resident, and completed in August 1905.

Raja Ajit Singh Bahadur died on the 18th January 1901, and was succeeded by his son, Jai Singh, who was eight years of age, and who is being educated at the Mayo College, Ajmer. During his minority the estate is under the management of the Jaipur Darbar.

The revenue of Kot-Putli is about Rs. 1,00,000 a year; its approximate area is about 290 square miles; and its population, according to the census of 1901, is 52,388.

Nazarana is taken by the British Government when succession is not in the direct line.

The military force of Khetri consists (1905) of 114 cavalry, 257 infantry, 49 artillery men, 8 serviceable and 20 unserviceable guns and 264 armed police.

## (II.) KISHANGARH.

The Kishangarh family is an offshoot from Jodhpur. The founder of the State was Kishan Singh, second son of Maharaja Udai Singh of Jodhpur, who leaving his patrimony conquered the tract of country which now comprises Kishangarh and became its ruler under the sign manual of Akbar in 1594. There is little of importance known regarding the affairs of Kishangarh until 1818, when a Treaty (No. XLVII) was formed with Maharaja Kalian Singh, which contains the usual conditions of protection on the part of the British Government, and subordinate co-operation and abstinence from political correspondence on the part of the Chief. Kalian Singh, who was supposed to be insane, became at an early date involved in disputes with his nobles. The principal causes of quarrel were his desire to crush the Thakur of Fatehgarh, who had set up claims to independence but had been declared by the British Government to be a feudatory of Kishangarh, and an attempt to commute the personal services of his feudatories for a money payment. The Maharaja fled to Delhi, where he busied himself in buying honorary privileges from the King, such as the right to wear stockings in the royal presence; meanwhile the disputes at Kishangarh grew more serious, the insurgents seeking aid from Kotah and the Maharaja from Bundi. In these disputes the frontier of the British territory was more than once violated by both parties. The disputants were, therefore, called on to desist from hostilities and to refer their quarrel to the mediation of Government, and the Maharaja was warned that, if he did not at once return to Kishangarh and interest himself in the affairs of his State, the Treaty with him would be abrogated, and engagements would be formed with the insurgent Thakurs. In consequence of this threat the Chief returned to Kishangarh, but finding himself quite incapable of managing the State he offered to farm it to the British Government and retire to Delhi. Government refused to accept the lease of Kishangarh, but made no objection to the retirement of the Chief to Delhi,

and the formation of a regency for the management of the country during his absence. Mediation between the Chief and the Thakurs was also authorised, but the terms agreed upon were not to be guaranteed. The Maharaja meanwhile took up his residence at Ajmer, whither he was followed by his Chiefs, who agreed to leave the dispute to the arbitration of the Maharaja of Jodhpur, provided the decision received the guarantee of the British Government; but this guarantee was refused. The Chiefs then proclaimed the heir-apparent as Maharaja; laid siege to the town of Kishangarh; and were on the point of capturing it, when the Maharaja accepted the mediation of the Political Agent, through whom terms with the nobles were adjusted. The reconciliation with the nobles, however, was not sincere, and shortly afterwards Kalian Singh retired from Kishangarh and abdicated in favour of his son, Mokam Singh.

The next Chief, Prithi Singh, who had been adopted by Mokam Singh, succeeded in 1840. He received the right of adoption (*see* No. V) in 1862.

In 1867 the Chief was granted a sum of Rs. 20,000 a year as compensation for the loss of income his State was expected to suffer owing to the introduction of the railway (No. XLVIII).

In 1868 an extradition Treaty (No. XLIX) was concluded with the Kishangarh State for the mutual surrender of persons charged with certain specified offences. This was modified in 1887 by an Agreement (No. L) with the British Government, providing that in cases of extradition of offenders from British India to Kishangarh the procedure for the time being in force in British India should be followed.

In 1873 the Thakur of Fatehgarh asserted his independence of the Maharaja, and refused to pay allegiance to him. The Maharaja solicited the help of the British Government, and the Thakur of Fatehgarh was warned that, in the event of his failing to comply with the legitimate demands of his feudal superior within six months, he would be coerced by force of arms; the submission of the Thakur rendered this unnecessary.

In a Treaty concluded in 1879 (No. LI) the Maharaja agreed to suppress the manufacture of salt throughout Kishangarh territory; to prohibit the import or consumption within the State of any but British duty-paid salt; and to abolish all transit duties and dues of any kind on all exports and imports. The Maharaja, however, was allowed to levy octroi, choongi, etc., on articles imported for actual consumption in towns with a



population exceeding 5,000; nor were duties on bhang, ganja, spirits, opium, and other intoxicating drugs forbidden. In return the British Government undertook to pay the Maharaja Rs. 25,000 a year; to deliver annually at Sambhar, free of cost and duty, 50 maunds of good salt for the use of the Maharaja, and to give as compensation to certain salt manufacturers a sum of Rs. 5,000.

Maharaja Prithi Singh, whose salute had been raised from fifteen to seventeen guns, as a personal distinction, on the occasion of the Delhi Darbar on the 1st January 1877, died on 25th December 1879, and was succeeded by his eldest son, Sardul Singh, then about 22 years of age. On the 1st of January 1892 the Maharaja was created a Knight Grand Commander of the Indian Empire. Maharaja Sardul Singh died on the 18th August 1900 and was succeeded by his only son, Madan Singh, who was born on the 1st November 1884. Maharaja Madan Singh was installed on the 29th August 1900, and during his minority the administration of the State was conducted by the State Council under the general guidance and supervision of the Resident at Jaipur. The Maharaja was a member of the Imperial Cadet Corps. He was invested with full powers on the 11th December 1905.

The area of Kishangarh is 858 square miles; and the population, according to the census of 1901, is 90,970, including 585 Bhils. The estimated revenue is about six lakhs of rupees (Kishangarh currency), excluding jagirs and religious grants. The State pays no tribute and contributes nothing to any local corps or contingents. The military force consists (1905) of 84 cavalry, 136 infantry, 31 artillery men, 31 serviceable and 34 unserviceable guns, and 89 armed police.

The Maharaja is entitled ordinarily to a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

### (III.) LAWA.

On 1st August 1867 the uncle of the Chief of Lawa, a tributary of Tonk, was treacherously murdered together with a party of his followers numbering fourteen men. The evidence fully proved that the crime was perpetrated with the knowledge and at the instigation of Muhammad Ali Khan, Nawab of Tonk. The Nawab was consequently deposed, and a proclamation to that effect was issued to the people of Tonk (*see* Tonk).

Lawa was declared a separate Chiefship under the protection of the British Government, and the heirs of the murdered men received maintenance through the British Government out of the revenues of Tonk. The

Chiefship consists of one town only, with its surroundings.

Lawa formerly paid a tribute of Rs. 3,000 per annum to Tonk. On the separation of Lawa from Tonk, this tribute became payable to the British Government. It was ascertained that Lawa held certain Bhum rights within the Tonk territory of the annual value of Rs. 275 ; it had not been the practice to set off one claim as against the other, and much ill-feeling had been produced between Tonk and Lawa by the existence of these rights. It was decided therefore that Tonk should retain the amount of the Bhum claims, and that the balance of the former annual payment to Tonk should, in the first instance, be applied to relieving the estate from debt, the claim to tribute being temporarily held in abeyance.

The Thakur of Lawa manages his own estate in revenue matters; in civil matters he is empowered to decide petty cases, all others being subject to appeal to the Resident at Jaipur. Criminal cases, which cannot be settled by the Thakur, are also decided by the Resident.

In 1879 the Thakur agreed (No. LII) to suppress altogether any manufacture of salt within the estate; to prohibit the importation or consumption of any but British duty-paid salt; and to abolish transit duties and dues of all kinds on all articles, except excise duties on bhang, ganja, spirits, opium, and other intoxicating drugs. In return the British Government undertook to pay the Chief Rs. 700 a year, and to deliver yearly at Sambhur, free of cost and duty, ten maunds of good salt for the use of the Thakur.

As the estate had been cleared of debt, it was decided in 1883 that the Chief should pay to the Government of India a tribute of Rs. 225 annually.

Thakur Dhirat Singh, who had succeeded to the Chiefship in 1865, died on the 27th May 1892 without heir, either real or adopted. His nephew Mangal Singh was elected as the successor to the Thakurate. Thakur Mangal Singh, who, like his predecessor, is a Kachwaha Rajput, and his family an offshoot of the Jaipur house, was born on the 18th October 1873. He received the title of Rao Bahadur, as a personal distinction, in January 1901, as a reward for his good administration in the famine of 1899-1900, and in January 1903 the title of Raja was bestowed on him as a personal distinction.

The revenue of Lawa is about Rs. 17,000 a year. The area of the estate is about 19 square miles; and its population, according to the census of 1901, is 2,671.

The estate is liable to the operation of the nazarana rules.

## NO. XXXIV.

TREATY with the RAJAH OF JEYPORE (or JYENAGUR).—1803.

TREATY OF AMITY and ALLIANCE between the HONOURABLE THE ENGLISH EAST INDIA COMPANY and MAHARAJAH DHEERAJ RAJ RAJINDER SEWAE JUGGUT SING BAHADDOOR, settled by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the British Forces in India, in virtue of authority vested in him for that purpose by HIS EXCELLENCY THE MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOUS ORDER OF SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL of all the British possessions and CAPTAIN-GENERAL of all the British land forces in the East Indies, in behalf of the HONOURABLE THE ENGLISH EAST INDIA COMPANY, and by MAHARAJAH DHEERAJ RAJ RAJINDER SEWAE JUGGUT SING BAHADDOOR, in behalf of himself, his heirs and successors.

## ARTICLE 1.

A firm and permanent friendship and alliance is established between the Honourable the English Company and Maharajah Dheeraj Juggut Sing Bahadoor, and between their heirs and successors.

## ARTICLE 2.

Whereas friendship has been established between the two States the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

## ARTICLE 3.

The Honourable Company shall not interfere in the Government of the country now possessed by Maharajah Dheeraj, and shall not demand tribute from him.

## ARTICLE 4.

In the event of any enemy of the Honourable Company evincing a disposition to invade the country lately taken possession of by the Honourable Company in Hindostan, Maharajah Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself to the utmost of his power in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

## ARTICLE 5.

Whereas, in consequence of the friendship established by the second Article of the present Treaty, the Honourable Company become guarantees to the Maharajah Dheeraj for the security of his country against external enemies, Maharajah Dheeraj hereby agrees, that if any misunderstanding should arise between him and any other State, Maharajah Dheeraj will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If from the obstinacy of the opposite party no amicable terms can be settled then Maharajah Dheeraj may demand aid from the Company's government. In the event above stated it will be granted; and Maharajah Dheeraj agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other Chieftains of Hindostan.

## ARTICLE 6.

Maharajah Dheeraj hereby agrees, although he is in reality the master of his own army, to act during the time of war, or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

## ARTICLE 7.

The Maharajah shall not entertain in his service, or in any manner give admission to, any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's government.

The above Treaty, comprised in seven Articles, has been duly concluded and confirmed by the seal and signature of His Excellency General Gerard Lake, at Surhindée, in the Soobah of Akburrabad, on the 12th day of December 1803 of the Christian era, corresponding with the 26th of Shabaan 1218 Hegira, and with the 14th of Poos 1860 Sumbut; and under the seal and signature of Maharajah Dheeraj Raj Rajinder Sewaee Juggut Sing Bahadoor at                      on the 14th day of December 1803 of the Christian era, corresponding with the                      of                      1218 Hegira, and with the                      of                      1860 Sumbut. When a Treaty, containing the above seven Articles, shall be delivered to Maharajah Dheeraj under the seal and signature of His Excellency the Most Noble Governor General in Council, the present Treaty, under the seal and signature of His Excellency General Lake, shall be returned.

Company's  
Seal

(Sd.) WELLESLEY.

This Treaty was ratified by the Governor General in Council on the 15th January 1804.

(Sd.) G. H. BARLOW.

„ G. UDNV.

## No. XXXV.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY AND MAHARAJAH SEWAE JUGGUT SING BAHADOOR, RAJAH of JEYPORE, concluded by MR. CHARLES THEOPHILUS METCALFE, on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY THE MOST NOBLE THE MARQUIS of HASTINGS, K.G., GOVERNOR GENERAL, &c., &c., and by THAKOOR RAWUL BYREE SAUL NATTAWUT, on the part of RAJ RAJINDER SREE MAHARAJ DHEERAJ SEWAE JUGGUT SING BAHADOOR, according to full powers given by the RAJAH.—1818.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the Honourable Company and Maharajah Juggut Sing and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

## ARTICLE 2.

The British Government engages to protect the territory of Jeypore and to expel the enemies of that principality.

## ARTICLE 3.

Maharajah Sewae Juggut Sing and his heirs and successors will act in subordinate co-operation with the British Government and acknowledge its supremacy; and will not have any connection with other Chiefs and States.

## ARTICLE 4.

The Maharajah and his heirs and successors will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

## ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggressions on any one. If it happen that any dispute arise with any one, it shall be submitted to the arbitration and award of the British Government.

## ARTICLE 6.

Tribute shall be paid in perpetuity by the principality of Jeypore to the British Government, through the treasury of Delhi, according to the following detail:—First year from the date of this Treaty, in consideration of the devastation which has prevailed for years in the Jeypore country,

tribute excused. Second year, four lakhs of Delhi Rupees. Third year, five lakhs. Fourth year, six lakhs. Fifth year, seven lakhs. Sixth year, eight lakhs.

Afterwards eight lakhs of Delhi Rupees annually, until the revenues of the principality exceed forty lakhs.

And when the Rajah's revenues exceed forty lakhs five-sixteenths of the excess shall be paid in addition to the eight lakhs above mentioned.

#### ARTICLE 7.

The principality of Jeypore shall furnish troops according to its means, at the requisition of the British Government.

#### ARTICLE 8.

The Maharajah and his heirs and successors shall remain absolute rulers of their territory and their dependents according to long established usage; and the British civil and criminal jurisdiction shall not be introduced into that principality.

#### ARTICLE 9.

Provided that the Maharajah evince a faithful attachment to the British Government, his prosperity and advantage shall be favourably considered and attended to.

#### ARTICLE 10.

This Treaty of ten Articles having been concluded and signed and sealed by Mr. Charles Theophilus Metcalfe and Thakoor Rawul Byree Saul Nattawut, the ratifications of the same by His Excellency the Most Noble the Governor General and Raj Rajinder Sree Maharaj Deheraj Sewae Juggut Sing Bahadoor shall be mutually exchanged within one month from the present date.

*Done at Delhi, this 2nd day of April, A.D. 1818.*

(Sd.) C. T. METCALFE.

L. S.

(Sd.) THAKOOR RAWUL BYREE  
SAUL NATTAWUT.

L. S.

Small Seal  
of  
the Governor  
General.

(Sd.) HASTINGS.

This Treaty was ratified by His Excellency the Governor General, in Camp near Toolseypore, on the 15th of April 1818.

(Sd.) J. ADAM,

*Secretary to the Governor General.*

## No. XXXVI.

1819.

TRANSLATION of an URZEE in the Hindee Language, signed by all the THAKOORS and servants of the Maharajah's Government, addressed to the BAE BHUNTANEE JEE SAHEBA, dated the 12th May 1819, a copy of which was forwarded to the General through ROY JOWALLANAUT and DEWAN AMIR CHUND. It is stated as follows:—

Let it be represented to the Bae Saheba on the part of all the Thakoors and Mootsuddees, that until the Maharajah Sirree Sewaee Jey Sing Jee shall arrive at the years of discretion, none of us will appropriate any of the Khalsa lands for our own use, and will all faithfully perform our duty towards the State.

(Sd.) RAWUL BYREE SAUL.	(Sd.) LUTCHMUN.
" BAUGH SING CHUTTURBHOOJOUT.	" KIRPAHRAM.
" KISHEN SING.	" JEETRAM SHA.
" BAHADUR SING RAJAWUT.	" MUNGUL SING KHOMALY.
" KAIM SING BULBUDDUROUT.	" BANS KHOWALA.
" LUTCHMUN SING JHUNJHUNOWALA.	" SEWAE SING KULLANOOT.
" OODEY SING GUNGAROUT.	" ROY JOWALANATH.
" RAJAH UBHOY SING KHETTREE.	" DEWAN UMMURCHUND.
" ROW CHUTTER BHOOG.	" RAWUT SURROOP SING.
" MAUN SING GUNGAROUT.	" KOOMHAWUT MAHARWALA.
" BYREE SAUL KHUKAROUT.	" DEWAN NOWNIDRAM.
" SURROOP SING BEERFOOTA.	" ROY UMRUTRAM PULLYWAL.
" BUKSHEEF SHRE NARAIN.	" SUAGY MUNNALALL.
" BHARUT SING CHAMPAWUL.	" BALUM SING RANAWUT.
" AMAN SING BUNCHAWUT.	" LALLRAM DHA BHAE.
" SULLA SING PUNCHAWUT.	" ARUTHRAM BUDGE.
" SAURDOOL SING NURROKA.	" RAWUL BYREE SAUL.
" KIRPARAM VAKAY NAVEES.	

TRANSLATION of an URZEE in the Hindee Language from all the MOOTSUDDEES addressed to the BAE SAHEBA, dated the 12th May 1819.

Let it be made known to the Bae Saheba on the part of all the Mootsuddees that until the Maharajah Sirree Sewa Jey Sing arrives at years of discretion, in performing the business committed to our charge by the

Durbar and executing the orders we received, we promise to abide by the following engagements :—

- 1st.—We shall perform our duty with fidelity and shall not take bribes from any one.
- 2nd.—We shall at each Fussil render an account to Government through the mookhtar.
- 3rd.—We shall not levy fines but on those who transgress.
- 4th.—In the affairs of the State we shall not have quarrels amongst ourselves either open or concealed.

(Sd.) ROY JOWALLANATH.	(Sd.) CHUTTUR BHOOG.
" MOONSHY DEACHUND.	" DEWAN NOWNIDRAM.
" DEWAN AMEERCHUND,	" SUAGY MUNNA LALL.
" SOOJEE LALL.	" GHASHEERAM.
" KIRPAHRAM.	" ARHUTRAM.
" JEETRAM SHA,	" BUKHSHEE SIRREE NARAIN.
" LUTCHMUN.	" SOONPUTRAM.
" BUDDUNCHUND.	" JEWONRAM.
" BOHRAYJEENARAIN,	" RAMLALL DHA BHAB.
" ROY UMRITRAM.	" GAYONCHUND.
" SURROOPCHUND DAROGA.	" DEWARAM DAROGA.
" KIRPAH CHARBURRA.	" MOONSMEE SIRREE LALL.
" RAWUL BYREE SAUL.	

### No. XXXVII.

SUPPLEMENT to the TREATY concluded in A.D. 1818 between the STATE OF JEYPORE and the BRITISH GOVERNMENT.—1871.

Whereas the stipulations contained in Article 6 of the Treaty concluded between the British Government and the Jeypore State on the 2nd of April 1818, and ratified on the 15th April 1818, have been found inconvenient, it is hereby agreed as follows :—

#### ARTICLE 1.

Article 6 of the aforesaid Treaty is hereby cancelled.

#### ARTICLE 2.

The Maharajah of Jeypore agrees, on behalf of himself, his heirs and successors, to pay to the British Government in perpetuity an annual tribute of four lakhs of Government rupees.

#### ARTICLE 3.

This Agreement shall be taken as part of, and supplementary to, the aforesaid Treaty of 1818.



Concluded at Simla on the thirty-first day of August 1871, A.D., one thousand eight hundred and seventy-one, by Captain Edward Ridley Colburne Bradford, Officiating Political Agent at Jeypore, on behalf of the British Government on the one part, and by Moomtaz-ud-dowla Nawab Mahomed Faiz Ali Khan Bahadoor, C.S.I., on behalf of the Jeypore State on the other, in virtue of full powers vested in them for that purpose.

Seal.

(Sd.) E. R. C. BRADFORD, *Captain,*

*Offg. Poltl. Agent, Jeypore.*

Seal.

(Sd.) NAWAB MAHOMED FAIZ ALI KHAN BAHADOOR,

*(In Persian characters.)*

Seal.

(Sd.) S. RAM SING.

Seal.

(Sd.) MAYO.

Ratified by His Excellency the Viceroy and Governor-General of India at Simla, on the fourth day of September 1871.

(Sd.) C. U. AITCHISON,

*Secy. to the Govt. of India.*

No. XXXVIII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS S. RAM SINGH, MAHARAJAH of JEYPORE, G.C.S.I., his heirs and successors, executed on the one part by MAJOR WILLIAM H. BEYNON, POLITICAL AGENT at the COURT of JEYPORE, under authority from LIEUTENANT-COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR GENERAL of INDIA, and on the other part by NAWAB MAHOMED FYZ ALI KHAN BAHADOOR, in virtue of the full powers conferred on him by MAHARAJAH RAM SINGH aforesaid.—1868.

#### ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of

the Jeypore State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

#### ARTICLE 2.

That any person, being a subject of Jeypore, committing a heinous offence within the limits of the Jeypore State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

#### ARTICLE 3.

That any person, other than a Jeypore subject, committing a heinous offence within the limits of the Jeypore State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Jeypore State may at the time be vested.

#### ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition, duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances, | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

#### ARTICLE 6.

The expense of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

(Sd.) W. H. BEYNON,

*Political Agent.*

Signed, sealed, and exchanged at Jeypore Palace, on the 13th day of July in the year of our Lord one thousand eight hundred and sixty eight.

(Sd.) S. RAM SINGH,

(Sd.) JOHN LAWRENCE.

*Viceroy and Govr. Genl. of India.*

Ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the seventh day of August 1868.

(Sd.) W. S. SETON KARR,

*Secy. to the Govt. of India.*

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No. XXXIX.

AGREEMENT SUPPLEMENTARY to the TREATY of 1868, regarding EXTRADITION.—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 7th August 1868, between the British Government and the Jeypore State : And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jeypore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India : It is hereby agreed between the British Government and the Jeypore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from

British India to the Jeypore State ; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

*Signed at Jeypore on the ninth day of July, A.D. one thousand and eight hundred and eighty-seven.*

Seal.

(Sd.) S. MADHO SINGH.

Seal

(Sd.) FREDERICK HENVEY.

*Resident, Eastern Rajputana States.*

Seal.

(Sd.) RAO BAHADUR KANTU CHUNDER MOOKERJEE,

*Chief Member of Council, Jeypore.*

(Sd.) DUFFERIN,

*Viceroy and Governor General of India.*

This agreement was ratified by His Excellency the Viceroy and Governor General of India at Simla on the fifteenth day of August, A.D., one thousand eight hundred and eighty-seven.

(Sd.) H. M. DURAND,

*Secy. to the Govt. of India, Foreign Dept.*

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No. XL.

From HIS HIGHNESS the MAHARAJA of JEYPOOR to the POLITICAL AGENT at JEYPOOR, dated 5th February 1868.

On reconsideration of the whole subject connected with the Railway question, which has come before me since I last had the pleasure of conversing with you about it, I have made up my mind to withdraw the conditions submitted by me, simply repeating my consent to those originally proposed by the Government of India in letter No. 721, dated 24th March 1865.

In communicating the decision I have thus come to I have simply to state the I rely fully on Government protecting my interests in every possible way when I may have occasion to need its interference, and seeing that all points in dispute are settled strictly in accordance, not only with the principles of law and justice, but the circumstances of the country, and the manners, customs, and feelings of its people.

## No. XLI.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS S. RAM SING, MAHARAJAH of JEYPORE, G.C.S.I., his heirs and successors, executed on the one part by MAJOR WILLIAM H. BEVNON, POLITICAL AGENT at the COURT of JEYPORE, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONYCROWER, BARON NAAS of NAAS, K.P., G.M.S.I., P.C.; &c, &c., &c., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by NAWAB MAHOMED FAIZ ALI KHAN, BAHADUR, in virtue of the full powers conferred on him by MAHARAJAH RAM SING, aforesaid—1869.

## ARTICLE 1.

Subject to the conditions contained in the following Agreement the Government of Jeypore will lease to the British Government its right of manufacturing and of selling salt within the limits of the territory bordering on the Sambhur Lake, as hereinafter defined in Article 4, and of levying duties on salt produced within such limits.

## ARTICLE 2.

This lease shall continue in force until such time as the British Government desires to relinquish it, provided that the British Government shall give notice to the Government of Jeypore of its intention to terminate the arrangement two full years previous to the date on which it desires the lease to cease.

## ARTICLE 3.

To enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, the Jeypore Government shall empower the British Government and all officers appointed by the British Government for such purposes to enter and search, in case of suspicion, houses and all other places, enclosed or otherwise, within the limits hereinafter defined, and to arrest and punish with fine, imprisonment, confiscation of goods, or otherwise, any and all persons detected within such limits in the violation of any

of the rules or regulations which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt, or the prevention of unlicensed manufacture or smuggling.

#### ARTICLE 4.

The strip of territory bordering on the shores of the lake; including the town of Sambhur and twelve other hamlets, and comprehending the whole of the territory now subject to the joint jurisdiction of the States of Jeypore and Jodhpore, shall be demarcated, and the whole space enclosed by such line of demarcation as well as such portions of the lake itself or of its dry bed as are now under the said joint jurisdiction shall be held to constitute the limits within which the British Government and its officers are authorized to exercise the jurisdiction referred to in Article 3.

#### ARTICLE 5.

Within the said limits, and so far as such measures may be necessary for the protection or furtherance of the manufacture, sale, or removal of salt, the prevention of smuggling and the enforcement of the rules laid down in accordance with Article 3 of this Agreement the British Government, or the officers by it empowered, shall be authorized to occupy land for building or other purposes, to construct roads, erect barriers, hedges, or buildings, and to remove buildings or other property. If any land paying land revenue to the Government of Jeypore be occupied under the authority of the British Government for any of the purposes aforesaid, the British Government shall pay to the Government of Jeypore an annual rent equal to the amount of such revenue. In every case in which anything involving injury to private property shall be done by the British Government or its officers under this Article one month's previous notice shall be given to the Government of Jeypore, and in all such cases proper compensation shall be paid by the British Government on account of such injury. In case of difference between the British Government or its officers and the owner of such property as to the amount of the compensation such amount shall be determined by arbitration. The erection of any buildings within the said limits shall not confer on the British Government any proprietary right in the land, which, on the termination of the lease, shall revert to the Government of Jeypore, with all buildings or materials left thereon by the British Government. No temples or places of religious worship shall be interfered with.

#### ARTICLE 6.

Under the authority of the Jeypore Government the British Government shall constitute a Court, presided over by a competent officer, who shall usually hold his sittings within the abovementioned limits for the trial and punishment on conviction, of all persons charged with violations of the rules and regulations referred to in Article 3, or offences connected therewith; and the British Government is authorized to cause the confinement of any such offenders sentenced to imprisonment either within the aforesaid limits or within its own territories as may seem to it most fitting.

## ARTICLE 7.

From and after the date of the commencement of the lease the British Government will from time to time fix the price at which salt manufactured within the said limits, other than the salt to be delivered under the second clause of this Article, shall be offered for sale. The Jeypore Government shall be entitled to receive annually at the place of manufacture from the British Government, for the consumption of the Jeypore State, any quantity of salt which the Jeypore Government may demand, not exceeding one hundred and seventy-two thousand (172,000) British Indian maunds, paying for the same at the rate of nine (9) annas (British Currency) per maund. The Jeypore Government will be at liberty to sell such salt at any price that it may fix.

## ARTICLE 8.

Of the stocks of salt owned jointly by the Governments of Jeypore and Jodhpore, and existing within the said limits at the commencement of the lease, the share belonging to the Jeypore Government being the half of the stocks abovementioned shall be transferred by the said Government to the British Government on the following terms:—In accordance with custom the Government of Jeypore will transfer its share in five hundred and ten thousand (510,000) British Indian maunds of salt to the British Government free of cost. The price to be paid for the share of the Jeypore Government in the remainder of the said stocks shall be reckoned at six and a half annas ( $6\frac{1}{2}$ ) per British Indian maund, and payment shall be made at this rate by the British Government to the Government of Jeypore, provided that the said payment of six and a half annas per maund to the Government of Jeypore shall only commence when salt in excess of eight hundred and twenty-five thousand (825,000) British Indian maunds is sold or exported by the British Government in any year, and then only on the share of such excess which belongs to the Government of Jeypore; and until the aggregate of such yearly excesses amounts to the full quantity of the stocks of salt transferred over and above the said five hundred and ten thousand British Indian maunds, the British Government shall not pay the royalty of 20 per cent. on the sale price of such excess, as provided in Article 12. In reckoning the said eight hundred and twenty-five thousand maunds the amount of salt reserved for the consumption of the Jeypore State under clause 2 of Article 7 shall be included.

## ARTICLE 9.

No tax, toll, transit duty, or due of any kind whatsoever, shall be levied by the Jeypore Government or shall by it be permitted to be levied by any other person, on any salt manufactured or sold by the British Government within the said limits, or while in transit through the Jeypore territory and covered by a British pass, *en route* to any place outside the Jeypore territory, provided that on all salt delivered under Article 7, or sold for consumption within the territory of Jeypore, the Government of that State will be at liberty to levy whatever tax it may please.

## ARTICLE 10.

Nothing in this Agreement shall be held to bar the sovereign jurisdiction of the Jeypore Government, within the aforesaid limits in all matters, civil and criminal, not connected with the manufacture, sale or removal of salt, or the prevention of unlicensed manufacture or smuggling.

## ARTICLE 11.

The Government of Jeypore shall be relieved of all expenses whatsoever connected with the manufacture, sale, and removal of salt, and the prevention of unlicensed manufacture, or smuggling within the limits aforesaid; and, in consideration of the lease granted to it, the British Government agrees to pay to the Jeypore Government, in two half-yearly instalments, an annual rent of one hundred and twenty-five thousand (1,25,000) Rupees, British Currency, on account of the share of the Jeypore Government in the salt sold within the said limits, and one hundred and fifty thousand (1,50,000) Rupees, British Currency, in compensation for duties on salt now levied by the Jeypore Government and surrendered under the present Agreement; and the total sum of such annual rent, amounting to two hundred and seventy-five thousand (2,75,000) Rupees, British Currency, shall be paid without reference to the quantity of salt actually sold in, or exported from, the said limits.

## ARTICLE 12.

If the amount of salt sold in, or exported from, the said limits by the British Government in any year shall exceed eight hundred and twenty-five thousand (825,000) British Indian maunds, the British Government shall pay to the Government of Jeypore on all such excess (subsequent to the exhaustion of the stocks referred to in Article 8) a royalty at the rate of 20 per cent. on the price per maund, which shall have been fixed as the selling price under the first clause of Article 7. In the event of any doubts arising as to the amount of salt on which royalty is claimable in any year the accounts rendered by the principal British officer in charge at Sambhur shall be deemed conclusive evidence of the amounts actually sold or exported by the British Government within the periods to which they refer, provided that the Jeypore Government shall not be debarred from deputing one of its own officers to keep a record of sales for its own satisfaction.

## ARTICLE 13.

The British Government agrees to deliver annually (7,000) seven thousand British Indian maunds of good salt, free of all charges, for the use of the Jeypore Durbar; such salt to be delivered at the place of manufacture to any officer empowered by the Jeypore Government to receive it.

## ARTICLE 14.

The British Government shall have no claim on the land or other revenue, unconnected with salt, payable from the town of Sambhur, or other villages or lands included within the limits aforesaid.



## ARTICLE 15.

The British Government shall not sell any salt outside the limits aforesaid within the Jeypore territory.

## ARTICLE 16.

If any person employed by the British Government within the said limits shall have absconded after committing an offence, or if any person shall have absconded after committing a breach of the rules laid down under Article 3, the Jeypore Government shall, on sufficient evidence of his criminality, make every effort to cause his arrest and surrender to the British authorities within the said limits, in case of his passing through, or taking refuge in, any part of the Jeypore territories.

## ARTICLE 17.

None of the conditions of this Agreement shall have effect until the British Government shall actually assume charge of the manufacture of salt within the said limits. The British Government may determine the date of so assuming charge, provided that such date shall be one of the dates following, *viz.*, the 1st November 1869, the 1st May or the 1st November 1870, or the 1st May 1871. If such charge be not assumed on or before the 1st May 1871 the conditions of this Agreement shall be null and void.

## ARTICLE 18.

None of the conditions contained in this Agreement shall be in any way set aside or modified without the previous consent of both Governments; and should either party fail or neglect to adhere to these conditions the other party shall cease to be bound by this Agreement.

(Sd.) W. H. BEYNON,

*Political Agent.*

(Sd.) NAWAB MAHOMED FAIZ ALI

KHAN, BAHADOOR.

Signed, sealed, and exchanged at Simla on the seventh day of August in the year of Our Lord one thousand eight hundred and sixty-nine.

(Sd.) S. RAM SING.

(Sd.) MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor General of India, at Simla, on the seventh of August 1869.

(Sd.) W. S. SETON-KARR,

*Secy. to Govt. of India, Foreign Dept.*

## NOTIFICATION.

Foreign Department, No. 505-P., dated the 18th March 1870.

In supersession of Notification No. 300-P., dated 17th February, regarding the Sambhur Lake Court, the following revised Notification is published for general information :—

Whereas by a Treaty dated the seventh day of August 1869, and made between the British Government and His Highness the Maharaja of Jeypore, and by a Treaty dated the 22nd day of November 1869, and made between the British Government and His Highness the Maharaja of Jodhpore, to enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, it was (amongst other things) agreed that the Governments of Jeypore and Jodhpore should empower the British Government, and all officers appointed by the British Government in this behalf, to enter and search, in case of suspicion, houses and all other places, enclosed or otherwise, within the limits hereinafter defined, and to arrest and punish with fine, imprisonment, confiscation of goods, or otherwise, all persons detected within such limits in the violation of any of the rules which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt, or the prevention of unlicensed manufacture or smuggling; and that, under the authority of the said Governments of Jeypore and Jodhpore, the British Government should constitute a Court presided over by a competent officer, who should usually hold his sittings within the abovementioned limits for the trial and punishment, on conviction, of all persons charged with violations of the said rules and regulations, or with offences connected therewith; and the British Government was also authorized to cause the confinement of any such offenders sentenced to imprisonment either within the aforesaid limits or within its own territories, as might seem to it most fitting.

In pursuance of the provisions hereinbefore cited, and under the authority aforesaid, the Viceroy and Governor-General of India in Council hereby declares—

*Firstly.*—A Court, to be called the Sambhur Lake Court, is hereby established.

*Secondly.*—The local limits of the jurisdiction of such Court shall be the strip of territory bordering on the shores of the Sambhur Lake, including the town of Sambhur and twelve other hamlets, and comprising the whole of the territory now subject to the joint jurisdiction of the States of Jeypore and Jodhpore, and which shall be demarcated under the said treaties.

*Thirdly.*—The Assistant Commissioner for the time being in charge of the British Inland Customs Department at the Sambhur Lake shall be the Judge of such Court. He shall have the powers of a subordinate Magistrate of the 1st class, as described in section 22 of the Code of Criminal Procedure, and he shall have, according to such powers, jurisdiction (A) in respect of the offences described in section 21 of the said Code when committed by subjects of Her Majesty within the aforesaid limits, and (B) in

respect of breaches of the rules described in Article 3 of the said Treaties, or offences connected therewith, when committed by any person whatsoever within the aforesaid limits.

*Fourthly*.—In the investigation and trial of such offences and breaches of rules, and in the levy of fines therefor, he shall be guided by the provisions of the Code of Criminal Procedure.

*Fifthly*.—In all cases in which salt shall be manufactured, carried, or stored within the said limits in contravention of the rules for the time being in force for the regulation of such manufacture, carriage, or storage, the said Court is empowered, in addition to any other penalty which it is authorized to inflict, to declare the said salt confiscated, and dispose of it according to the rules for the time being in force in the department of Inland Customs.

*Sixthly*.—For the purpose of trying offences described in section 21 of the Criminal Procedure Code when committed by subjects of Her Majesty within the limits of the jurisdiction of the Sambhur Lake Court, the aforesaid limits shall be deemed to be a division of a district subordinate to the Deputy Commissioner of Ajmere, and any subject of Her Majesty convicted on a trial held by the Sambhur Lake Court of any of the offences described in section 21 of the Code of Criminal Procedure may appeal to the Deputy Commissioner of Ajmere, who shall in the disposal of such appeals be guided by the said Code.

*Seventhly*.—Any person convicted on a trial held by the Sambhur Lake Court of a breach of the rules described in Article 3 of the said Treaties, or offences connected therewith and any person aggrieved by proceedings held under these rules, may petition the Agent to the Governor-General for the States of Rajputana, who, if he see fit, may send for the record of the case, and may confirm, reverse, or modify the sentence, or pass any other orders not inconsistent with the rules.

## NO. XLII.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS SEWAI RAM SING, Maharaja of Jeypore, G.C.S.I., his heirs and successors, executed on the one part by COLONEL WILLIAM HOWELL BEYNON, Political Agent, Jeypore, under authority from MAJOR E. R. C. BRADFORD, C.S.I., Agent to the Governor-General for the States of Rajputana, in virtue of the full powers vested in him by the Governor-General of India in Council, and on the other part by THAKOOR FUTTEH SING, Prime Minister to the Maharaja of Jeypore, in virtue of the full powers conferred upon him by the Maharaja—  
1879.

Whereas the British Government is desirous of abolishing artificial restrictions on, and impediments to, internal trade, and with this object

proposes to abolish the Inland Customs line, and has already remitted the duty thereat levied on sugar and other saccharine produce exported from British territory into Jeypore and other Native States;

And whereas the Maharaja of Jeypore is willing, under certain conditions, to co-operate with the British Government in giving effect to this measure, both by making such arrangements in his own State as will facilitate the abolition of the said line without risk to the Imperial salt revenue, and by abolishing, of his own accord, for the relief of his subjects, all duties on salt, sugar, and other saccharine produce entering, leaving, or passing through his State:

The following Articles are agreed upon:—

#### ARTICLE 1.

The Maharaja of Jeypore agrees to suppress, and absolutely prohibit and prevent, the manufacture of salt within any part of the Jeypore State, whether overtly or under the guise of manufacturing saltpetre or other saline product, except at the Sambhur Lake and the Kuchor-Rewasa Surr, and to destroy and erase all other existing salt works, so that salt cannot be there made:

Provided that nothing in this Article shall be held to prohibit the *bond fide* manufacture of saltpetre at any work now existing within the Jeypore State, or the opening at any time, with the previous knowledge of the Political Agent, of such new saltpetre works as the Maharaja of Jeypore may consider necessary.

#### ARTICLE 2.

In consideration of the uniform annual payment by the British Government of a net sum of four lakhs of rupees (British currency) year by year, the Maharaja of Jeypore agrees to transfer to the British Government the one hundred and seventy-two thousand (172,000) maunds of Sambhur salt, which the said Maharaja is under Article 7 of the Sambhur Lake Treaty (exchanged and ratified on the 7th of August 1869), annually entitled to receive on payment of nine annas per maund. The said four lakhs shall be paid in half-yearly instalments, the first instalment being paid six months after the date on which this Agreement comes into force.

#### ARTICLE 3.

No tax, toll, transit duty, or due of any kind whatsoever shall be levied by, or with the permission or knowledge of, the Maharaja of Jeypore on salt, whether exported from, imported into, carried through, or consumed within, the Jeypore State, anything in Article 9 of the aforesaid Sambhur Lake Treaty to the contrary notwithstanding:

Provided that nothing in this Article shall be held to affect in any way the provisions of Article 11 of the said Treaty.

## ARTICLE 4.

No tax, toll, transit duty, or due of any kind whatsoever, shall be levied by, or with the permission or knowledge of, the Maharaja of Jeypore on sugar or other saccharine produce, whether exported from, or imported into, or carried through, the Jeypore State :

Provided that nothing in this Article shall be held to prohibit the levy, according to present practice, by the Maharaja of Jeypore of octroi, choongi, or other cess or duty on the aforesaid articles when imported into towns the population of which exceeds 5,000 inhabitants.

## ARTICLE 5.

The Maharaja of Jeypore agrees to forbid the importation into, or the exportation from, the Jeypore State of any salt whatever, other than salt upon which duty has been levied by the British Government, and the Maharaja will duly investigate and punish all contraventions of his orders on this behalf which shall come to his knowledge.

## ARTICLE 6.

If any stocks of salt be found to exist within the Jeypore State at the time when this Agreement comes into force the Maharaja will, if so required by the British Government, take possession of such stocks of salt, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as His Highness may fix, in concurrence with the Political Agent, or of paying the said Agent such duty, not exceeding two rupees eight annas per maund, on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which the said duty may have been paid, but not otherwise.

## ARTICLE 7.

The Maharaja of Jeypore agrees to permit and authorize the British Government to assume the management of the Kuchor-Rewasa Surr, or salt source, and of the works therein situated pertaining to the villages of Rewasa, Kuchor, Nimbora, and Mundpoora.

The Maharaja of Jeypore will cause a line of demarcation to be laid down, in consultation with the Political Agent, enclosing the whole of the said salt source, and will extend the provisions of Articles 3, 5, 6, and 16, of the aforesaid Sambhur Lake Treaty, so far as they may be applicable, to the tract so enclosed. The British Government agree to the extension of Articles 10, 14, and 15 of the said Treaty to the said tract.

The British Government shall be at liberty at any time to close the said salt works, and shall further be bound to close them whenever the Maharaja

of Jeypore shall so require. Provided that, in the event of the works being closed at the requisition of the Maharaja of Jeypore due notice of his intention to terminate the arrangement shall be given by him twelve months prior to the date on which he desires the works to be closed ; and the Maharaja of Jeypore agrees to pay to the British Government fair compensation for all standing works and buildings within the line of demarcation. After the closure in either case of the said works all manufacture shall be thereat suppressed as provided in Article 1 of this Agreement. So long as the British Government shall retain the management of this source they engage to pay yearly on account thereof, through the Maharaja of Jeypore, to the Rao of Khandela the sum of Rupees (8,000) eight thousand, and to the Thakoor of Kuchor the sum of Rupees (3,000) three thousand. Any compensation due to these two land-holders after the closure of the works shall be paid by the Government causing such closure.

#### ARTICLE 8.

The landholders of certain villages enumerated in Schedule A annexed to this Agreement having hitherto enjoyed certain profits from salt-works therein situated the British Government undertake to pay yearly to the Maharaja of Jeypore, as compensation to the said landholders, the sums entered opposite each village in the said Schedule, and the Maharaja of Jeypore agrees to distribute the said sums accordingly.

#### ARTICLE 9.

The Maharaja of Jeypore agrees to adopt equitable measures to relieve the right-holders in salt-works (other than those provided in Articles 7 and 8), all feudatories, jaghirdars, and other landholders. and all kharols or salt workers, from any material losses which may be caused to them by the operation of this agreement.

#### ARTICLE 10.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both parties.

#### ARTICLE 11.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaja of Jeypore, except as hereinbefore explicitly provided in Article 3, or in so far as any of its provisions may be repugnant hereto.

#### ARTICLE 12.

This Agreement is to come into force from a date to be fixed by the British Government.

Signed at Jeypore on the thirty-first day of January A.D. one thousand eight hundred and seventy-nine.



(Sd.) W. H. BEYNON, *Colonel,*

*Political Agent, Jeypore.*



(Sd. in Vernacular) THAKUR FATEH SINGH RATHOR.



(Sd.) S. RAM SING.



(Sd.) LYTTON,

*Viceroy and Govr. Genl. of India.*

This Agreement was ratified by the Governor General of India in Council at Simla on the eight day of May A. D. 1879.

(Sd.) A. C. LYALL,

*Secy. to the Govt. of India, Foreign Dept.*

### SCHEDULE A.

*List of villages the landholders of which are entitled to receive compensation on account of the closure of the salt-works situated in the said villages, together with the amount of compensation to be paid by the British Government to the said landholders through the Government of Jeypore.*

Number and name of village.	Amount of compensation.		Number and name of village.	Amount of compensation.
	<i>Rs. a. p.</i>			<i>Rs. a. p.</i>
1. Babera . . .	125 0 0	20. Kalwan . . .	20 0 0	
2. Chaukri . . .	20 0 0	21. Pilwa . . .	62 8 0	
3. Mahlan . . .	110 0 0	22. Pakhar . . .	201 10 0	
4. Ugras . . .	135 0 0	23. Gopalgarh . . .	50 0 0	
5. Kasel . . .	40 0 0	24. Kherli . . .	20 0 0	
6. Jhag . . .	25 0 0	25. Mohana . . .	140 0 7	
7. Dudu . . .	245 0 0	26. Gantori . . .	40 0 0	
8. Nagar . . .	30 0 0	27. Chureti . . .	20 0 0	
9. Gumanpura . . .	25 0 0	28. Marwa . . .	21 0 0	
10. Bharja . . .	25 0 0	29. Dehri . . .	60 0 0	
11. Goari . . .	25 0 0	30. Berara . . .	20 0 0	
12. Deo-ka-bas . . .	48 0 0	31. Bara . . .	35 0 0	
13. Rainwal . . .	40 0 0	32. Baragawn . . .	125 0 0	
14. Mundagarh . . .	35 0 0	33. Dholera . . .	25 0 0	
15. Jhalra . . .	60 0 0	34. Khatwa . . .	21 0 0	
16. Lagesar . . .	50 0 0	35. Lawan . . .	125 0 0	
17. Bagrana . . .	50 0 0	36. Durgraota . . .	60 0 0	
18. Batasri . . .	25 0 0			
19. Rita . . .	60 0 0			
		Total . . .	2,309 2 7	

## No. 1.

## MEMORANDUM.

The Maharaja of Jeypore having requested that something definite may be laid down as to the disposal of the salt necessarily evolved in the process of saltpetre manufacture the undersigned has the honour to explain that this is a matter which the British Government desire to leave to the discretion of His Highness.

The British Government would, however, suggest that the Maharaja of Jeypore should cause a duty to be levied on all such salt at the same rate as may at the time be levied on salt manufactured at the Sambhur Lake, and that the duty thus levied, less, say, 10 per cent. for costs of collection, should be credited to the British Government. If, however, the Maharaja of Jeypore preferred it, he could take possession of the salt and make it over to some official of the British Government at Sambhur or Kuchor-Rewasa; or he could cause it to be sold by auction on the spot, making over any surplus in excess of the duty to the producer.

The amount, however, is so small that, as I have already explained, the British Government would desire to leave the matter wholly in the hands of the Maharaja of Jeypore, and it was on this account that no mention of the matter was deemed necessary in the Agreement.

## No. 2.

## MEMORANDUM.

With reference to the provisions contained in Articles 3 and 4 of the Salt Agreement for prohibiting the levy of any tax, toll, or due on salt, or on sugar and other saccharine produce within the Jeypore State, the undersigned has the honour to explain to the Maharaja of Jeypore that these provisions are understood not to prohibit the payment to choukidars of the usual fees which are taken from the owners or carriers of merchandise for watch and ward of goods, etc., at halting places or bazaars while the goods are in transit through the State. Whenever the services of the choukidars are given to salt merchants and carriers such services will of course be paid for in the ordinary manner.

## No. 3.

## MEMORANDUM.

With reference to Article 7 of the Salt Agreement, which provides for the assumption under certain circumstances of the Kuchor-Rewasa works by



the British Government, the undersigned has the honour to explain to the Maharaja of Jeypore that the British Government have no desire to make any profit out of these works, but on the contrary only propose their maintenance in view to providing a large tract of country with salt at a cheaper rate than would otherwise be possible.

The British Government therefore accept the management of the works under the following further conditions not specifically provided for in the formal Agreement:

“If the total receipts\* realized by the British Government from the sale of salt manufactured at Kuchor-Rewasa shall exceed the total expenditure incurred by the said Government in connection with the said source the surplus shall be made over to the Maharaja of Jeypore for division between the Rao of Khundela and the Thakoor of Kuchor, in such proportions as may be in accordance with existing custom and their respective rights. For the purposes of this provision the accounts shall be made up triennially beginning from the assumption of the management by the British Government and the accounts rendered by the British officer in charge of the said source shall be accepted as proof of the actual receipts and expenditure within the period to which they refer.”

#### No. 4.

##### MEMORANDUM.

With reference to Article 7 of the Salt Agreement the undersigned has the honour to communicate to the Maharaja of Jeypore the following memorandum of the understanding which has been arranged upon certain points of detail in regard to the occupation and management by officers of the British Government of the Kuchor-Rewasa Salt Works:—

The line of demarcation of the Kuchor-Rewasa Salt Works shall be so laid down as to exclude all inhabited village sites, and it shall not be altered without the consent of the British Government and the Maharaja of Jeypore.

No subjects of the Maharaja of Jeypore, whether kharols or others, shall be permitted to settle or take up their abode permanently within the limits of the demarcation aforesaid.

The jurisdiction of the British officials employed at the salt works shall be strictly confined within the said limits; and the said officials shall not, unless with the consent of the Maharaja of Jeypore, take up their abode upon, or in any way occupy, any lands outside the said limits.

No subjects of the Maharaja of Jeypore shall ever be compelled by the British officials to labour at the salt-works against their will.

#### No. 5.

##### MEMORANDUM.

In the official memorandum from the Jeypore Durbar to Mr. Hume, dated 21st March 1877, the Durbar ask for information regarding the object

of that clause in the draft Agreement regarding the prohibition of the export from its territories into British India of bhang, ganja, opium, spirits, and other intoxicating drugs.

The undersigned has the honour to explain that the import of such articles into British India has always been strictly forbidden, and that hitherto it has been mainly prevented by the Inland Customs Line, which will now be removed. Therefore it has become necessary to request the Jeypore Durbar and all other States bordering upon British India to assist the British Government by prohibiting the export of these articles from their States by the issue of notifications, and by orders to their officials for the arrest and punishment of offenders. If the Maharaja of Jeypore will favour the undersigned with a kharita engaging to take these and other ordinary administrative measures for the purpose aforesaid the matter can be thus settled, and no stipulation upon this head need be included in the Agreement.

#### No. 6.

##### DRAFT MEMORANDUM.

The Maharaja of Jeypore is quite willing, if so required by the British Government, to prohibit the export from his State into British territory of opium, bhang, ganja, spirits, and other intoxicating drugs and preparations. By this it is not to be understood that the Maharaja binds himself that no such articles shall ever be smuggled out of Jeypore into British territory; all he would engage to do is to prohibit publicly such exportation, to direct his subordinate officials of all departments to prevent it so far as it may be practicable, and to punish all contraventions of his prohibition which may come to his notice.

The Maharaja could not undertake to maintain any special establishment to watch illicit traffic of this nature, but so far as may be practicable with existing establishments he would endeavour to suppress it.

#### No. XLIII.

##### AGREEMENT BETWEEN THE GOVERNOR-GENERAL OF INDIA IN COUNCIL AND HIS HIGHNESS MAHARAJA SIR SEWAI MADHO SINGHJI, BAHADUR, G.C.S.I., MAHARAJA OF JEYPORE, ON BEHALF OF HIMSELF, HIS HEIRS AND SUC- CESSORS.

Whereas His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Jeypore State;

It is hereby agreed between the Governor-General of India in Council of the one part and His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, of the other, as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorised to administer in respect of the said Imperial Service Troops, so serving, the military laws and regulations to which they are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, His Highness Maharaja Sir Sawai Madho Singhji, Bahadur, G.C.S.I., Maharaja of Jeypore, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

Signed at Jeypore on the twenty-eighth day of January A.D. one thousand eight hundred and ninety-nine.

(Sd.) S. MADHO SINGH,

*Maharaja of Jeypore.*



(Sd.) G. R. IRWIN,

*Resident at Jeypore.*

Approved and confirmed by the Government of India.

By order,

H. S. BARNES,

*Secretary to the Government of India,*

*Foreign Department.*

SIMLA ;

*The 7th May 1901.*

## No. XLIV.

AGREEMENT entered into by the MAHARAJA of JAIPUR regarding the cession of jurisdiction over the JAIPUR portion of the REWARI-PHULERA Chord Railway.

I, Sawai Madho Singh, Maharaja of Jaipur, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Phulera Chord Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

S. MADHO SINGH.

*The 19th August 1904.*

## No. XLV.

TRANSLATION of a SUNNUD, dated 2nd December 1803, granted by LORD LAKE TO RAJAH ABHI SING of Khetree.

To the present and future mutsuddies, chowdrees, and canongoes of Pergunnah Kot Pootlee, Sircar Narnowl, Souba Shahjehanabad, be it known—

Whereas Rajah Abhi Sing, Shekhawut of Khetree, has remained friendly to the English Government, as an acknowledgment to the said Rajah, subject to the approval of the Government, the pergunnah aforesaid is granted to him and his descendants in istumrar tenure without any further expense whatever than the payment of Rupees 20,001 per annum. The aforesaid Rajah will pay the sum fixed yearly, and at every harvest will remain friendly and obedient to the British Government and will keep the ryots contented. It is necessary that all the ryots and the zemindars of the pergunnah should look upon the Rajah as their master.\* Be careful in this matter.

## No. XLVI.

SUNNUD to the RAJAH of KHETREE granting him the PERGUNNAH of KOT POOTLEE—1806.

To the present and future mutsuddies, chowdrees, canongoes, zemindars, cultivators, and ryots residing in the Pergunnah Kot Pootlee, district of Narnowl, in the Souba of Shahjehanabad, know—

That, whereas the aforesaid pergunnah with its mal and sair was formerly granted in istumrar to Rajah Abhi Sing on the part of the Honourable Company, and he has now paid up the fixed revenue thereof into the Company's Treasury until the end of the year 1213 Fuslee, the said pergunnah is in future with its mal and sair and all other rights except maafees, estates, jaghires, allimghas, rozenas, pooras, gardens, etc., (which have of old been free and continued so till the end of 1212 Fuslee), to be held in free gift by the said Rajah and his posterity from the beginning of 1214 Fuslee, the said Company hereby renouncing all claims whatever upon the

\* Not literal.

said pergunnah and granting the aforesaid Rajah all the revenues thereof, this grant is, however, made upon the express condition that the said Rajah shall never require assistance or support from the said Company; but make all necessary arrangements entirely with his own forces, and ever act as a sincere well-wisher to the British Government. All the mutsuddies, etc., aforesaid must consider the aforesaid Rajah as the established maafeedar, and in no way be wanting in their respective duties and obedience, regularly paying the just revenues, and attending personally on the said Rajah for that purpose.

The said Rajah, on his part, will consider it his duty to conciliate the ryots and inhabitants of that district, and to promote their welfare and prosperity, and refrain from any oppressive measures which may be hurtful to them or prejudicial to their interests in such manner as to give no reason for complaint to the British Government of his conduct. The said Rajah must also use his utmost exertions to preserve the free passage of the roads through his district, and the safety of the property and persons of all travellers whatever, that they may be enabled to pass through them with ease and comfort; let him consider this as a positive injunction and act accordingly. Written 6th April 1805, corresponding with the 16th Mohurram, 1221 Hijree.

I, Hernarain, the Plenipotentiary Agent of Rajah Abhi Singh Bahadoor (do hereby declare) that all the claims of the said Rajah upon the Honourable Company on account of pay to the Rissalahs of horse and foot who were employed at Narnowl, as also on account of horses killed etc., in the service near Kotah, have been settled to the last mite from the period of their discharge, and I have received value for the same, so that no further demands remain. I have therefore written these few lines as a general discharge to have full force whenever it may be necessary.

*Written 15th Mohurram in the 48th year of His Majesty's reign.*

## NO. XLVII.

**TREATY** between the **HONOURABLE ENGLISH EAST INDIA COMPANY** and **MAHARAJAH KULLIAN SING BAHADOOR**, the **RAJAH OF KISHUNGURH**, concluded by **MR. CHARLES THEOPHILUS METCALFE** on the part of the **HONOURABLE COMPANY**, in virtue of full powers granted by **HIS EXCELLENCY THE MOST NOBLE THE MARQUIS OF HASTINGS, K.G., GOVERNOR GENERAL, etc., etc.**, and by **KAZEE FUTTEH MOHUMMUD KHAN**, on the part of **MAHARAJA KULLIAN SING BAHADOOR**, according to full powers given by the Rajah—1818.

### ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable Company and Maharajah Kullian Sing and his

heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

ARTICLE 2.

The British Government engages to protect the principality and territory of Kishengurh.

ARTICLE 3.

Maharajah Kullian Sing and his heirs and successors will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

ARTICLE 4.

The Maharajah and his heirs and successors will not enter into negotiations with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggression on any one. If by accident any dispute arise with any one the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Maharajah of Kishengurh will furnish troops at the requisition of the British Government according to his means.

ARTICLE 7.

The Maharajah and his heirs and successors shall be absolute rulers of their country; and the British jurisdiction shall not be introduced into that principality.

ARTICLE 8.

This Treaty of eight Articles having been concluded, and signed and sealed by Mr. Charles Theophilus Metcalfe and Kazee Futteh Mohummud Khan, the ratification by His Excellency the Most Noble the Governor General and Maharajah Kullian Sing Bahadoor, shall be exchanged within twenty days from the present date.

*Done at Delhi, this 26th day of March, A.D. 1818.*

L. S.

(Sd.) C. T. METCALFE.

L. S.

(Sd.) KULLIAN SING BAHADOOR.

L. S.

(Sd.) FUTTEH MOHUMMUD KHAN.

Governor-  
General's  
Seal.

(Sd.) HASTINGS.

This Treaty was ratified by His Excellency the Governor General, in Camp, at Bansbareeah, on the seventh day of April 1818.

(Sd.) J. ADAM,

*Secretary to the Governor General.*

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NO. XLVIII.

PURPORT of KHUREETA from the MAHARAJA of KISHENGURH to the address of the AGENT to the GOVERNOR GENERAL for the STATES of RAJPOOTANA, dated the 8th July 1867.

The receipt of your khureeta of the 26th ultimo, communicating the willingness of the Government of India to grant me a sum of Rupees 20,000 annually as compensation for the loss the income of the State will suffer when a Railway passes through my territories, and requesting an early reply, has honored me. Its contents I have fully understood, and I would desire to offer to His Excellency the Viceroy and Governor General my grateful thanks for this mark of kind consideration to myself and to my State.

I thankfully accept the compensation offered, *viz.*, Rupees 20,000 per annum, and would request you to inform the Government accordingly. At the same time I would ask you to express to His Excellency the Viceroy my gratitude, and the hope that he will continue to look with favour on my State.

I trust that, until I am fortunate enough to meet you again face to face, I may be honored from time to time by hearing from you.

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No. XLIX.

**EXTRADITION TREATY** between the **BRITISH GOVERNMENT** and **HIS HIGHNESS PIRTHEE SINGH, MAHARAJA of KISHENGURH**, his heirs and successors, executed on the one part by **LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA**, in virtue of the full powers vested in him by **HIS EXCELLENCY the RIGHT HONOURABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA**, and on his own part by the **MAHARAJA PIRTHEE SINGH—1868.**

**ARTICLE 1.**

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Kishengurh State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 2.**

That any person, being a subject of Kishengurh, committing a heinous offence within the limits of the Kishengurh State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 3.**

That any person other than a Kishengurh subject, committing a heinous offence within the limits of the Kishengurh State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Kishengurh State may at the time be vested.

**ARTICLE 4.**

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or



by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

#### ARTICLE 6.

The expense of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it:

#### ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

*Done at Ajmere this twenty-seventh day of November in the year one thousand eight hundred and sixty eight.*

*Signature of the Maharaja  
of Kishengurh.*

IN NATIVE CHARACTERS.

(Sd.) R. H. KEATINGE,  
*Agent, Governor-General*

(Sd.) JOHN LAWRENCE,  
*Viceroy and Governor-General of India.*

This Treaty was ratified by His Excellency the Viceroy and Governor General of India, at Fort William, on the 12th of December 1868.

(Sd.) W. S. SETON-KARR,

*Secy. to Govt. of India, Foreign Dept.*

NO. L.

AGREEMENT SUPPLEMENTARY to the TREATY of 1868 regarding EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 12th December 1868, between the British Government and the Kishengurh State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Kishengurh State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Kishengurh State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Kishengurh State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

*Signed at Feypore this nineteenth day of July in the year A. D. one thousand eight hundred and eighty-seven.*

Seal.

(Sd.) F. HENVEY,

*Resident.*

Seal.

(Sd.) IN VERNACULAR:

*Maharaja of Kishengurh.*

Seal.

(Sd.) SYAM SUNDAR LAL,

*Member of Council, Kishengurh.*

(Sd.) DUFFERIN,

*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor General of India, at Fort William, on the twenty-eighth day of March A. D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secy. to the Govt. of India, Foreign Dept.*

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NO. LI.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJA DHIRAJ MAHARAJA PIRTHI SING BAHADUR, of Kishengarh, his heirs and successors, executed on the one part by COLONEL WILLIAM HOWELL BEYNON, Political Agent, Kishengarh, Rajputana, under authority from MAJOR E. R. C. BRADFORD, C.S.I., Agent to the Governor-General for the States of Rajputana, in virtue of the full powers vested in him by the Governor-General of India in Council, and on the other part by MEHTA SOBHAG SING, Dewan of Kishengarh, in virtue of the full powers conferred upon him by the Maharaja of Kishengarh—1879.

ARTICLE 1.

The Maharaja of Kishengarh agrees to suppress, and absolutely prohibit and prevent, the manufacture of salt within any part of the Kishengarh State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy existing salt-works, if any, so that salt cannot be there made.

ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever, shall be levied on salt, sugar, or any other article whatsoever, whether exported from or imported into, or carried through the Kishengarh State:

Provided that nothing in this Article shall be held to prohibit the levy by the Maharaja of Kishengarh of any octroi, choongi, or other cess or duty on any articles imported into any town within the Kishengarh State, the population of which exceeds 5,000 inhabitants, for actual consumption within the said town:

Provided also that nothing in this Article shall be held to debar the Maharaja of Kishengarh from levying any such duty on bhang, ganja, spirits, opium, or other intoxicating drug or preparation as he may consider necessary for excise purposes.

## ARTICLE 3.

The Maharaja of Kishengarh agrees to prohibit and prevent the importation into, or consumption within, the Kishengarh State of any salt whatever, other than salt upon which duty has been levied by the British Government and the fifty maunds of salt mentioned in Article 7.

## ARTICLE 4.

The Maharaja agrees also, if so required by the British Government, to prohibit the export from his State into British territory of any of the intoxicating drugs or preparations referred to at the close of Article 2.

## ARTICLE 5.

If any considerable stocks of salt be proved to exist within the Kishengarh State at the time when this Agreement comes into force the Maharaja will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying to the said Agent such duty, not exceeding two rupees eight annas per maund, on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative the salt on which the duty may be paid shall be restored to them.

## ARTICLE 6.

The losses of salt manufacturers within the Kishengarh State having been considered in concert by the British Government and the Maharaja of Kishengarh the British Government hereby agree to pay the Maharaja of Kishengarh the sum of Rupees five thousand (Rupees 5,000) by way of compensation to the said persons, and the Maharaja undertakes to expend the said sum of Rupees 5,000 for the benefit of the said persons.

## ARTICLE 7.

So long as the Maharaja of Kishengarh duly and efficiently observes the stipulations hereinbefore contained the British Government agree to pay to him yearly the sum of Rupees twenty-five thousand (Rupees 25,000) in half-yearly instalments, the first instalment to be paid after the expiration of six months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly at Sambhur, free of cost and duty, fifty (50) maunds of salt of good quality for the use of the Maharaja of Kishengarh to any one empowered by the said Maharaja in that behalf. This salt shall be forthwith removed into the Kishengarh State and shall not be re-exported therefrom.

## ARTICLE 8.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both parties.

## ARTICLE 9.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharajah of Kishangarh, except in so far as its provisions may be repugnant hereto.

## ARTICLE 10.

This agreement is to come into force from a date to be fixed by the British Government.

*Signed at Feypore on the first day of February A.D. one thousand eight hundred and seventy-nine.*



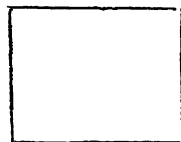
(Sd.) W. H. BEYNON, *Colonel,*  
*Poltl. Agent, Feypore and Kishangarh.*



(Sd.) MEHTA SOBHAG SING,  
*Dewan of Kishangarh.*



MAHARAJA'S SIGNATURE AND SEAL.



(Sd.) LYTTON,  
*Viceroy and Governor General of India.*

This Agreement was ratified by the Governor General of India in Council at Simla on the eighth day of May A.D. 1879.

(Sd.) A. C. LYALL,  
*Secretary to the Government of India,*  
*Foreign Department.*

## No. LII.

MEMORANDUM of CONDITIONS regarding the manufacture of salt and the levy of duties within the LAWA ESTATE, agreed to by the THAKUR OF LAWA for future observance—1879.

## ARTICLE 1.

The Thakur of Lawa agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Lawa estate, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt works, if any, so that salt cannot be there made.

## ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever, shall be levied by or with the permission or knowledge of the Thakur of Lawa on salt, sugar, or any other article whatsoever, whether exported from or imported into, or carried through the Lawa estate:

Provided that nothing in this Article shall be held to debar the Thakur of Lawa from levying any such duty on bhang, ganja, spirits, opium, or other intoxicating drug or preparation, as he may consider necessary for excise purposes.

## ARTICLE 3.

The Thakur of Lawa agrees to prohibit the importation into, or consumption within the Lawa estate, of any salt whatever, other than salt on which duty has been levied by the British Government, and the ten maunds of salt mentioned in Article 5.

## ARTICLE 4.

If any considerable stocks of salt be proved to exist within the Lawa estate at the time when this Agreement comes into force the Thakur of Lawa will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying to the said Agent such duty, not exceeding two rupees eight annas per maund, on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise.

## ARTICLE 5.

In consideration of the due and effectual observance by the Thakur of Lawa of all the stipulations hereinbefore provided the British Government

agree to pay to him yearly the sum of rupees seven hundred in half-yearly instalments, the first instalment to be paid after the expiration of six months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly, at Sambhur, free of cost and duty, ten maunds of salt of good quality, for the use of the Thakur of Lawa, to any one empowered by him in that behalf.


ARTICLE 6.

This Agreement is to come into force from a date to be fixed by the British Government.

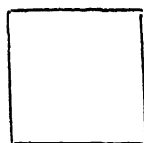
*Signed at Lawa on the seventeenth of January A.D. one thousand eight hundred and seventy-nine.*



(Sd.) W. H. BEYNON, *Colonel,*  
*Political Agent, Jeypore.*



(Sd.) DIRUT SING,  
*Thakur of Lawa.*



(Sd.) LYTTON,  
*Viceroy and Governor-General of India.*

This memorandum was ratified by the Governor-General of India in Council at Simla on the eighth day of May A.D. 1879.

(Sd.) A. C. LYALL,  
*Secy. to the Govt. of India, Foreign Dept.*

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### III.—WESTERN STATES AGENCY.\*

#### (I.) JODHPUR OR MARWAR.

The State of Jodhpur ranks among the first three States of Rajputana. It was founded in A. D. 1459 by Jodha, a reputed descendant of the Rathor Rajput Kings of Kanauj. Jodhpur became tributary to the Emperor Akbar. The family gave several daughters in marriage to the Imperial family, and furnished some distinguished generals to the Imperial army. About the beginning of last century Raja Ajit Singh became a party to the triple alliance with Udaipur and Jaipur to throw off the Muhamradan yoke. It was one of the conditions of this alliance that the Chiefs of Jaipur and Jodhpur should regain the privilege of marriage with the Udaipur family, which they had forfeited by contracting matrimonial alliances with the emperors, on the understanding that the offspring of the princesses of Udaipur should succeed to the State in preference to all other children. The quarrels to which this stipulation gave rise induced the aspirants to power to invoke the help of the Maratha leaders in support of their claims, and ultimately led to the subjection of all the Rajput States to the Court of Poona. Jodhpur was conquered by Sindhia, who levied from it a tribute of sixty lakhs of rupees and took from it the fort and city of Ajmer.

At the commencement of the war of 1803 Man Singh had just been elected by the nobles to be Chief of Jodhpur after a long struggle with his cousin Bhim Singh. The alliance of the British Government was offered to him, and a Treaty (No. LIII) was concluded in 1803. But instead of ratifying it Man Singh proposed another. In the meantime he had also given assistance to Holkar. The treaty was therefore formally cancelled in May 1804, and Man Singh was left to his own resources. Thereafter Jodhpur was ruined by internal disputes regarding the succession of Dhaukal Singh, a reputed son of Bhim Singh, and by a disastrous war with Jaipur, in which the freebooter, Amir Khan, espoused first the cause of Jaipur and then of Jodhpur; terrified the Maharaja into abdication and pretended insanity; assumed the management of the State himself for two years; and ended by plundering the treasury and leaving the country with its resources completely exhausted.

Chhatar Singh, the only son of the Maharaja, assumed the regency on

\* The Agency is controlled by the Resident, Western Rajputana States, with head-quarters at Jodhpur.



the withdrawal of Amir Khan in 1817. With him negotiations were commenced at the outbreak of the Pindari war, and a Treaty (No. LIV) was concluded in January 1818, by which Jodhpur was taken under the protection of the British Government, to which Government the tribute payable to Sindhia was transferred, and the Maharaja engaged to furnish 1,500 horse for general service whenever required, and the whole forces of the Jodhpur State when necessary. Chhatar Singh died from the effects of dissipation shortly after the conclusion of the treaty, whereupon his father threw off the mask of insanity and resumed the administration.

In 1824 twenty-one villages in the parganas of Chang and Kot-Kirana in Merwara were made over (No. LV) to the British Government for eight years, with a view to bringing the lawless Minas and Mers into submission, the Maharaja agreeing to pay Rs. 15,000 a year towards the expenses of the local corps which was then raised (*see* Mewar Agency, Udaipur). The engagement was renewed (No. LVI) in 1835 for nine years, and seven additional villages were put under British administration. This lease expired in 1843. The Maharaja then resumed the seven villages, but expressed his readiness to leave the remaining twenty-one under the administration of the British Government for such time as might suit their convenience. But no definite arrangements were made; and on this unsatisfactory footing the administration of these villages remained until 1885, when the British Government and the Darbar agreed that Marwar should retain its sovereign rights in the villages and receive Rs. 3,000 a year for them, and if ever a net profit should be derived from them by Government, Marwar should receive 40 per cent. of it. On these conditions Government retains full and permanent administrative control over the villages (Kharita, dated 2nd August 1885, No. LVII).

The tract of Malani also was taken under the superintendence and control of the Resident, Jodhpur, in the year 1836, owing to the acknowledged inability of the Darbar to maintain order within its limits. It belongs to Jodhpur, but all its 460 villages, except one, are in the hands of Thakurs, who pay a fixed annual tribute of 10,013 *Akhai Shahi* rupees (about 10,000 British rupees), which, with other sources of revenue, has always been collected by the Resident and paid over to the Darbar. In 1891 the civil and revenue jurisdiction of Malani was re-transferred to the Darbar under certain specified conditions, the Resident retaining in his own hands the administration of criminal justice and police, and special arrangements

being made for the management of the finances. This concession was made at the urgent request of the Maharaja, and in view of the improvement effected in recent years in the administration of the Jodhpur State. In 1898 the entire administration of the tract was handed over to the Darbar.

By the 8th Article of the Treaty of 1818 the Jodhpur State was bound to furnish a contingent of 1,500 horse. Under this article a demand was made in 1832 for a force to co-operate against freebooters who occupied Nagar Parkar. The contingent failed in its duty and proved perfectly useless. In 1835, therefore, the obligation to furnish the contingent was commuted (No. LVIII) to an annual payment of Rs. 1,15,000 towards the Jodhpur Legion, which was then raised. The Legion mutinied in 1857. Its place is now supplied by the 43rd Erinpura Regiment, formerly styled the Erinpura Irregular force.

Within a few months after his resumption of power Maharaja Man Singh put to death or imprisoned most of the Chiefs who, during his assumed imbecility, had shown any unfriendly feeling towards him. Many of the other nobles fled from his tyranny and found refuge in neighbouring States. The exiled party appealed for aid to the British Government. Aid was refused ; but an accommodation (No. LIX) was effected in 1824 with the Maharaja through the mediation of the British Government. In 1827 the recusant nobles assembled their followers, and putting the pretender Dhaukal Singh at their head, prepared to invade Jodhpur from the Jaipur territory. By giving facilities for this attack on Jodhpur, the Jaipur State was considered to have violated its treaty engagements in such a manner as to justify the British Government in adopting any measures which might seem expedient, both for resenting the infraction of a positive engagement, and for preventing its mischievous effects. Strong remonstrances were, therefore, addressed to the Maharaja of Jaipur. Although the attack on Jodhpur was headed by Marwar nobles, the Maharaja looked on it as a foreign aggression, and claimed protection under the Treaty of 1818. Dhaukal Singh was therefore called on by the British Government to retire from the confederacy. He withdrew to Jhajjar, and the Chiefs settled their differences among themselves. At the same time Government declared that although it might perhaps be required to protect the Maharaja against unjust usurpation, or wanton but too powerful rebellion, there was no obligation to support him against universal disaffection and insurrection caused by his own injustice, incapacity, and misrule.

In 1839, in consequence of disputes with the nobles and the subjection of the Maharaja to priestly influence, the misgovernment of Jodhpur was such that the British Government was compelled to interfere. A force was marched to Jodhpur, of which it held military occupation for five months, and in 1839 Man Singh executed an Engagement (No. LX) to ensure future good government. The engagement was not binding on his successors.

Man Singh died on the 5th September 1843 without sons of his body and without adopting a son. The succession lay between the Chiefs of Idar and Ahmadnagar in the Bombay Presidency, Idar being the nearest of kin. It was left to the widows, the nobles, and the State officials interested to select the Chief whom they should desire to rule over them. Their choice fell on Takht Singh of Ahmadnagar, whom with his son Jaswant Singh they invited to Jodhpur. At this time Dhaukal Singh, the suppositious son of Bhim Singh, revived his claims, but they were set aside.

On his removal to Jodhpur Takht Singh left his son, Jaswant Singh, at Ahmadnagar and claimed the right to retain Ahmadnagar in his family, on the ground that the former ruler, Prithi Singh, had adopted Jaswant Singh and he, Takht Singh, had only been regent and not actual ruler of Ahmadnagar. Inquiry, however, proved that for two years Takht Singh had been, and had been recognised as, the ruler of Ahmadnagar, and that by the customs of Rajputana and Gujarat, and by Hindu law, the right of succession of his family in Ahmadnagar was cancelled by his acceptance of power in Jodhpur. It was therefore decided in 1848 that Ahmadnagar should lapse to Idar from which State it had been severed in 1784, and that Takht Singh should remove his family from Ahmadnagar and abstain from all interference in its affairs.

By the treaty of 1818 (No. LIV) the tribute due from the Jodhpur State was Rs. 1,08,000, but in 1847 this was reduced to Rs. 98,000 in consideration of the cession (No. LXI) to the British Government of the rights of Jodhpur to the district and fort of Umarkot. This district fell to the possession of Jodhpur in 1780, but it was wrested from that State in 1813, by the Talpur Amirs of Sind. After the conquest of Sind the British Government promised to restore it to the Maharaja. But as the fort of Umarkot was a valuable frontier post, and the district could not be controlled by Jodhpur, it was considered best for the British Government to retain

possession of it, and to give to Jodhpur a money compensation in the shape of remission of tribute.

Maharaja Takht Singh did good service during the mutinies, and in 1862 he was guaranteed the right of adoption (*see* No. V); but under his rule the affairs of Marwar fell into the utmost confusion. From the time of his accession to power he never relaxed his endeavours to resume the villages which his predecessor had been compelled to restore in 1839. His unjust confiscations and exactions led to constant disputes with his nobles, which terminated in 1858 in open hostilities between the parties. The principal nobles solicited the intervention of the British Government. Accordingly, while the nobles were given to understand that the interference of Government, if found necessary, would be carried out in a manner calculated to bear down all opposition, the Maharaja was informed that, unless he consented, within a given period, to be guided by the advice of the British authorities, he would be deprived of all authority for the rest of his life. Under these circumstances the Maharaja signed an Agreement in 1868 (No. LXII), by which he appointed a ministry to conduct the affairs of the country, and placed at their disposal fifteen lakhs of rupees for public expenditure. He also agreed to manage all the State villages through the ministers; to place under them the whole civil and criminal administration of the State; and to restrict his private expenditure to a certain sum. Provision was made for the maintenance of the eldest and other sons of the Maharaja, who also bound himself to abide by the decision of Government in regard both to the succession tax to be levied from the nobles, and to the disputes between the Maharaja and certain of their number. This agreement was to remain in force for four years unless a continuance of misrule should compel the British Government to interfere actively.

In conformity with the terms of Article 9 of this agreement certain rules for determining the levy of succession tax (*hukmnama*) were accepted in 1869 by the Maharaja, who notified his adherence to them by proclamation, and ordered their adoption throughout his territories.\* The territorial disputes between the Maharaja and the leading nobles, and differences with minor feudatories, involving the proprietorship of nearly 250 villages, were temporarily adjusted by the Political Agent on the basis of actual possession at the time of Maharaja Takht Singh's accession to power. The Maharaja endeavoured on various pretexts to evade the fulfilment of his

\* *See* Appendix to Agreement No. LXII of 1868.

promises, but eventually appointed a committee to adjudicate on the respective claims: as, however, the scope of the enquiry excluded many villages in dispute, the measure was only partially successful in allaying the discontent. Under Article 8 of the agreement of 1868 the pargana of Godwar, estimated to yield a revenue of one lakh of rupees per annum, was set aside for the maintenance of Jaswant Singh, the eldest son of the Maharaja.

In 1866 the Maharaja agreed (No. LXIII) to cede lands for railway purposes. All rights, short of sovereignty rights, were yielded to the British Government in such lands. Duty was relinquished on all goods passing through the State without breaking bulk.

In 1868 an extradition Treaty (No. LXIV) was concluded with the Jodhpur State. This was modified in 1887 by an Agreement (No. LXV), which provided that in the extradition of offenders from British India to Jodhpur the procedure for the time being in force in British India should be followed.

In 1869 the Maharaja entered into an Agreement (No. LXVI) with the British Government in connection with the construction of an Imperial road running through the Marwar State.

In 1870 a Treaty (No. LXVII) was concluded with Maharaja Takht Singh, for the lease of the Jodhpur share of the joint jurisdiction possessed by it and Jaipur of the salt manufactured at Sambhar. The terms of the lease were a payment of Rs. 1,25,000 per annum, with a royalty of 20 per cent. on the amount of all sales beyond  $8\frac{1}{2}$  lakhs of maunds of salt per annum; the annual supply of 7,000 maunds of salt, free of all charges, for the use of the Darbar; and the abolition of transit duty on salt manufactured by the British Government. A second Treaty (No. LXVIII) was signed in April of the same year, by which the Jodhpur State agreed to lease to the British Government the Nawa and Gudha salt marts, which are also situated on the Sambhar Lake, at a rent of Rs. 3,00,000 per annum, with a royalty of 40 per cent. on sales in excess of 900,000 maunds of salt per annum. There were similar conditions as in the former treaty, as to the free supply of 7,000 maunds of salt a year, and the non-levy of transit duties. In 1879 an Agreement (No. LXIX) was concluded with Maharaja Jaswant Singh for the lease to the British Government of the four principal Daribas or salt sources of Marwar, all other salt sources being suppressed, with the exception of two, whose annual out-turn was to be limited to 20,000

maunds. The agreement also provided for the prevention of the import and export of any salt except that on which British duty had been levied, and for the removal of export and transit dues on salt. In return the British Government agreed to pay to the Darbar an annual rent of Rs. 3,91,800; to certain jagirdars and others, through the Darbar, Rs. 19,595-5-3 a year; and to proprietors and others a sum of Rs. 3,00,000, as compensation for their loss of interests. The British Government further undertook to pay to the Maharaja Rs. 1,25,000 annually in consideration of his loyal and effective observance of the Agreement; to grant him 50 per cent. of any net profits which the British Government might make from the sale of salt at the leased works; to supply annually 225,000 maunds of good salt at a price not exceeding eight annas per maund, free of duty, for the use of the people of the State; and to deliver at Pachbadra 10,000 maunds of good salt annually, free of all charges, for the use of the Maharaja.

In 1872 Zorawar Singh, second son of Maharaja Takht Singh, took possession of the town and fort of Nagaur, in the hopes of establishing by force of arms his claim to be considered heir to the *gadi*, on the plea that his elder brother had been adopted to Ahmadnagar, and that he was the first son born to Maharaja Takht Singh after his accession to Jodhpur. The insurrection was put down without bloodshed, and Zorawar Singh, whose claims were finally negatived by Government, was required to reside at Ajmer.

Maharaja Takht Singh, whose salute had been reduced from 17 to 15 guns during his lifetime, for his refusal to attend the Darbar held at Ajmer in 1870 by His Excellency Lord Lytton, died in February 1873, and was succeeded by his eldest son, Jaswant Singh, who had for several months been entrusted by his father with the administration of the State. Maharaja Jaswant Singh was created a Knight Grand Commander of the Star of India in 1875, and was invested by His Royal Highness the Prince of Wales in person at Calcutta on 1st January 1876. On the occasion of the Delhi Darbar, held on the 1st January 1877, he was granted a personal salute of 19 guns, which was subsequently raised to 21 in 1878.

A liberal provision was made by Maharaja Jaswant Singh for the numerous family left by his father; this was considered inadequate by some of the members, and attempts to excite disaffection were made by them, but these ceased on its being understood that opposition to the legitimate

authority of the Maharaja would be visited with the severe displeasure of the Supreme Government.

In 1871, owing to the disorganised and disturbed condition of the Jalor district in Marwar, which borders on Sirohi, the Jodhpur Darbar had been required to entrust the police arrangements of the entire border to the Political Superintendent, Sirohi, and to place at his disposal such a body of troops as he might require. A special Assistant to the Political Superintendent was also appointed. The energetic measures adopted by the Political Superintendent were the means of restoring order in these border districts, and in 1874 the management of the Jalor district was restored to Maharaja Jaswant Singh, who had himself made strenuous efforts, since his accession, to restore law and order throughout his territories. The peace of the Jalor-Sirohi border was again disturbed in 1879-80. The active measures taken by the Marwar and Sirohi Darbars led eventually to the capture of Sadul Singh, the outlawed Thakur of Rewara, who was executed by order of the Darbar in September 1882. In the same year Lohiana, a village which for generations had resisted Darbar authority and been the chief resort of the predatory Bhils of the border, was effectually overawed; and in 1883 Rana Salji, who owned the Lohiana estate, having become an outlaw, the Darbar confiscated Lohiana. The Rana died in outlawry in 1884. In 1882, also, Maharaj Sir Pratap Singh, brother of the Maharaja, took the first decided step towards establishing order on the Jaipur border by attacking Bararwa, a defiant village of Rajput robbers. In the same year the Sahrais, bold Musalman plunderers, were attacked by Raj troops; many were killed, and the notorious village of Boyatra, to which they belonged, reduced to subjection. The lawless villages of Sakra on the Jaisalmer border were in 1883 brought under control. In 1882-83 ninety-two dakaits, and during the next two years ninety-five, were convicted and punished by the Jodhpur Court of Vakils; and between 1883 and 1890, 168 old dakaits who surrendered themselves were convicted on their own confessions and released on security for good behaviour and attendance when wanted. Continuous efforts have been made to encourage the criminal classes, whether Minas, Bhils, Baoris, Musalmans or Rajputs, to settle down to agriculture, and, when they wanted it, to provide them with land and enable them to till it.

The extradition code which came into force in 1873 between Patiala and Jaipur, and which was extended in 1883 to Bikaner in its relations

with the States of Patiala, Jind, and Loharu, also regulates the procedure existing between Jodhpur, Bikaner, and Jaipur. This was arranged locally.

In May 1884 an agreement was concluded between the Rajputana-Malwa Railway and the Jodhpur Railway for interchange of traffic at Jodhpur Junction; it was subsequently slightly modified in October 1901.

In 1884 the civil and criminal powers of the principal jagirdars were regulated and defined by mutual agreement. Under the scheme there are three grades of powers—the highest giving power to imprison for 6 months and to fine up to Rs. 300, with jurisdiction in civil suits up to Rs. 1,000. The Courts throughout the State have been re-organised, and the system of farming out the land revenue to contractors has been abolished. The settlement of village boundaries was completed in 1905. The border with Mewar has been defined throughout, and the demarcation of that with Jaisalmer has been recently completed. A Forest Department has been constituted. The Public Works Department of the State has been placed under a European engineer. The actual length of railway line in Marwar belonging to the State is 463·89 miles and further extensions have been proposed.

In 1886 transit duties were partially, and in 1890 entirely, abolished. The customs system was entirely reformed in 1882 and 1883.

In 1889 an Agreement (No. LXX) was concluded with the Darbar for the construction of a railway between Jodhpur and Bikaner at the joint expense of the two States. Clause 10 of this was supplemented in 1890 by a short subsidiary Agreement (No. LXXI). In 1895 the Jodhpur-Bikaner Railway and the Bombay, Baroda and Central India Railway made an Agreement for the interchange of coaching and goods traffic at Kuchawan Road Station, and rolling stock *via* Kuchawan Road, and for joint working at that station. In 1903 and 1904 some modifications were made in the agreement.

Maharaja Jaswant Singh died on the 11th October 1895 at the age of 57. He was succeeded by his only son, Maharaja Sardar Singh, who was born in February 1880. During his minority the administration was carried on by his uncle Maharaj Dhiraj Sir Pratap Singh as Musahib Ala. Sir Pratap Singh had been made a Knight Commander of the Star of India in 1886, and an Honorary Lieutenant-Colonel in the British



Army on the 21st June 1887, and in 1898 an Honorary Colonel in the British Army and an Honorary Companion of the Most Honourable Order of the Bath for his services as Extra Aide-de-Camp during the operations on the North-West Frontier. In 1902 he succeeded to the Idar Gadi.

Maharaja Sardar Singh was invested with ruling powers on the 18th February 1898. In 1901 he proceeded to Europe for the benefit of his health, the administration of the State being carried on by the Council under the Resident's supervision, and in 1902 he joined the Imperial Cadet Corps for 18 months. In 1903 he was deprived temporarily of his powers owing to his unsatisfactory conduct, and the administration of his State was placed under the Mehkma Khas, acting under the general supervision of the Resident; but in November 1905 the Maharaja was allowed to return to the State and restricted powers were restored to him.

Maharaja Sardar Singh has two sons, the elder of whom, Sumer Singh, was born on the 14th January 1898.

In 1889 the late Maharaja offered to place 600 cavalry at the disposal of the Government of India for Imperial Service, and in 1899 an Agreement (No. LXXII) was made between the British Government and His Highness Maharaja Sardar Singh for the effective control and discipline of his Imperial Service troops when serving beyond the States frontier. In 1891 two regiments known as the Jodhpur Lancers were organised. In 1897 four squadrons were employed in the reserve brigade in the operations on the North-West Frontier. Two years later one of the two regiments went to Muttra to replace the 9th Lancers who had been ordered to South Africa, and in 1900 they proceeded from Muttra to China to join the China expedition, returning to Jodhpur in 1901.

In 1899 an Agreement (No. LXXIII) was made between the Government of India and the Maharaja of Jodhpur and the Council of Regency, Bikaner, for the construction of a metre-gauge railway from Balotra to Hyderabad, and for the working of that section of the line which runs from the Jodhpur frontier to Hyderabad (Sind). In January of the same year the Government of India had already given their formal consent to the Jodhpur State borrowing a sum of Rs. 25,50,000 from the Mysore Darbar for the construction of the section of the railway which lay within the Jodhpur State (No. LXXIV).

Measures for the conversion of the State Silver coin into British rupees were sanctioned on the 23rd March 1900.

In 1900 the Maharaja ceded full and exclusive jurisdiction of every kind over the lands in Marwar which were, or might thereafter be, occupied by the Jodhpur-Bikaner Railway including future extensions (No. LXXV).

In April 1903 rules for facilitating the extradition of offenders between the States of Marwar and Jaisalmer, similar to those adopted by the Bikaner and Jaisalmer States in 1891, were introduced with the approval of the Government of India.

In April 1904 an Agreement was made between the Bombay, Baroda and Central India Railway and the Jodhpur-Bikaner Railway for the interchange of coaching and goods traffic at the Marwar Railway Junction, and rolling stock *via* Marwar Railway Junction, and for joint working at that station.

In August 1905 the Darbar ceded full and exclusive power and jurisdiction of every kind over the lands in the State which were, or might thereafter be, occupied by the Rewari-Phulera chord Railway including future extensions (No. LXXVI).

Government post offices are numerous, and the Darbar is dependent on them instead of employing its own runners as it did prior to 1884.

The area of Jodhpur is 34,963 square miles, with a population, according to the census of 1901, of 1,935,565 including 37,697 Bhils. The State revenue is about Rs. 55,00,000 exclusive of alienations which comprise six-sevenths of the total area of the State. The military forces (including irregulars) consist (1905) of 750 Imperial Service cavalry, 254 artillery men, 75 serviceable and 46 unserviceable guns, 1,868 cavalry, 1,763 infantry and 1,728 armed police.

The Chief receives a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

## (II.) JAISALMER.

Owing to its isolated situation this State escaped the ravages of the Marathas. The first Chief with whom the British Government entered into political relations was Maharawal Mulraj, who succeeded to power in 1762. He would gladly have accepted the British protection in 1808, but

the policy which limited the British ascendancy to the territories east of the Jumna prevented the formation of an alliance with him. In 1818, however, a Treaty (No. LXXVII) was concluded with Mulraj, by which the State was guaranteed to his posterity; the Chief was to be protected from serious invasions and dangers to his State, provided the cause of quarrel was not ascribable to him; and was to act in subordinate co-operation with the British Government. No tribute was demanded from him. Up to 1823 the Jaisalmer State continued to urge its claims to territories in the possession of other Chiefs, but these claims were rejected, as the investigation of them was inconsistent with the engagements subsisting between the British Government and other States.

During the lifetime of Mulraj, who died in 1820, the State was virtually governed by his Minister, Salim Singh, who committed serious atrocities. He put to death nearly all the relatives of the Chief. The town of Jaisalmer was depopulated by his cruelty, the trade of the country was interrupted, and the relatives of the Maharawal who escaped death fled from the country.

Mulraj was succeeded by his grandson Gaj Singh. At the time of the conclusion of the Treaty of 1818 the Minister, Salim Singh, had endeavoured to obtain a guarantee, such as was given to the Minister of the Kotah State, that the office of Minister would be hereditary in his family; and on his death in 1824 the leading men of the State appeared disposed to support the cause of his eldest son, who after a ministry of a few months had been imprisoned by the Maharawal; but on the British Government declaring that it did not intend to interfere with the just authority of the Maharawal in the appointment or punishment of his Minister all parties returned to their allegiance.

In 1844, after the conquest of Sind, the forts of Shahgarh, Garsia, and Ghotaru or Ghotru, which had been wrested from Jaisalmer, were restored to that State. The forts were given over by Mir Ali Murad Khan, by order of the British Government, but no sanad appears to have been given to the Chief of Jaisalmer on this occasion.

Gaj Singh died in 1846, and his widow adopted Ranjit Singh, who in 1862 received a formal Sanad (*see* No. V) guaranteeing to him the right of adoption.

Maharawal Ranjit Singh died in June 1864 and was succeeded by his younger brother, Bairi Sal, who was born in 1848.

Bairi Sal died on the 10th March 1891, and his widows, with the consent of the Government of India, adopted Sham Singh, a child of five years of age, who took the family name of Salivahan. During the minority the administration of the State has been conducted by the Resident of Jodhpur as Superintendent, aided by a Diwan and a Council of which the Diwan is to be President.

An extradition Treaty (No. LXXVIII) was concluded with the Jaisalmer State in 1870, but this was modified by the Agreement of 1887 (No. LXXIX), which provided that in the extradition of offenders from British India to Jaisalmer the procedure for the time being in force in British India should be followed. In 1891 rules for facilitating the extradition of offenders between the States of Bikaner and Jaisalmer were introduced with the approval of the Government of India.

In 1879 an Agreement (No. LXXX) was concluded with the State, providing for the abolition of all dues upon British duty-paid salt. By this engagement the Darbar also undertook to prevent the export of Jaisalmer salt from the State, and to limit the local manufacture of it to 15,000 maunds a year for local consumption.

In April 1903 rules, similar to those adopted in 1891 between the States of Jaisalmer and Bikaner, were introduced regarding the extradition of offenders between Jaisalmer and Marwar.

The area of Jaisalmer is 16,062 square miles; the population, according to the census of 1901, is 73,370, including 1,551 Bhils; and the revenue, excluding alienations, amounts to about Rs. 1,00,000. The irregular military forces of the State consist (1905) of 17 serviceable and 8 unserviceable guns, 13 artillery men, 112 cavalry, and 224 infantry. There are no regular troops.

The Chief is entitled to a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

### (III.) SIROHI.

The ruling family of Sirohi are Deora Rajputs and belong to the junior branch of the Chohans of Sambhur and Ajmer. They are said to be descended from Prithi Raj, the Chohan King of Delhi. The reputed founder of the Sirohi house was Deoraj, the first of the Deora clan of Rajputs who lived in the thirteenth century. The present capital Sirohi was built in

1425. About the same time the Rana of Chitor took refuge at Mount Abu from the army of the Delhi Emperor. He was driven out by a force under the Sirohi Chief's son, and no other chief was allowed on the hill till 1836, when the prohibition was withdrawn.

Rao Sheo Singh, with whom the British Government concluded a Treaty (No. LXXXI) in 1823, was called to power in 1818 by the unanimous voice of the Nobles of Sirohi, who had deposed and placed in confinement his elder brother, Udaibhanji, for tyranny and oppression. Maharaja Man Singh of Jodhpur, who laid claim to supremacy over Sirohi, sent a force in 1819 to liberate Udaibhanji, but he failed; and Udaibhanji continued in confinement till his death in 1847. It was during the disturbances incident on the Jodhpur invasion that Rao Sheo Singh craved the protection of the British Government. The Treaty of 1823 bound the Rao to acknowledge the British supremacy; to abstain from political intercourse with other Chiefs; to govern in accordance with the advice of the British Agent; to introduce an efficient administration; and to pay a tribute not exceeding three-eighths of the revenues. The British Government extended its protection to the State; guaranteed the succession to the heirs of Udaibhanji, should there be any such on the death of Sheo Singh; and reserved to itself the right to regulate transit duties in Sirohi. On the death of Udaibhanji without children, Sheo Singh, whose position under the Treaty had been that of Regent only, was acknowledged as successor to the State, and his son as heir-apparent.

The weakness of the Sirohi State rendered it necessary for the British Agent to exercise at first an unusual interference in its internal affairs. Many of the Thakurs were in rebellion supported by the wild Minas of the hills. To enable the Rao to keep up a force to be employed in preserving order a loan of half a lakh of rupees without interest was made to him, for the repayment of which he mortgaged (No. LXXXII) three-fourths of his customs duties. One of the most refractory of the nobles was the Thakur of Nimbaj, with whom, after the Minas had been reduced by a British force, an Engagement (No. LXXXIII) was mediated by the Political Agent in 1824, guaranteeing to him his lands on condition of feudal service and payment of three-eighths of his revenues to the Rao. Others of the Thakurs, particularly those of Bhatana, Garwal, Momal, Madar, Patwura, and Jilwara, had transferred their allegiance to Palanpur, a State under the Bombay Government. The Rao of Sirohi claimed their restoration, but it was decided that all should remain under Palanpur, except the Thakurs of Madar and Jilwara,

whose allegiance had not been transferred to Palanpur till after the year A. D. 1817.

In 1854, at the earnest request of the Rao (No. LXXXIV), with a view to the liquidation of his debts, then amounting to about two lakhs of rupees, the State was taken under the direct management of the British Government for a period of eight years, or such longer time as might be necessary. In consequence of the incapacity of the Rao the general control of affairs was in 1861 made over to his son, Umed Singh, the old Rao retaining the dignities and honors of office. He died shortly after, and was succeeded by Umed Singh. The three brothers of the young Rao declined the provision which was made for them before their father's death, and went into rebellion; but they afterwards tendered their submission and accepted a provision in land.

Rao Sheo Singh did good service in the mutinies of 1857, in consideration of which he received a remission of half his tribute, which had been fixed at Bhilari Rupees 15,000 or Government Rupees 13,762-8-0. The Sirohi tribute is therefore now only Bhilari Rupees 7,500 or Government Rupees 6,881-4-0. He also received, in 1862, the right of adoption (*see* No. V).

Rao Umed Singh was entrusted with the management of his State in 1865. Owing to his weakness of character, combined with apathy and superstition, the affairs of the State very soon fell into confusion, and the disorganization was increased by the proceedings of the outlawed Thakur of Bhatana, who resisted all offers of mediation and successfully evaded the pursuit of both British and Sirohi forces. In 1869 the Rao of Sirohi intimated his wish to make over the management of his State for a term of eight years, in order that it might be extricated from its pecuniary embarrassments. The negotiations, however, fell through, chiefly because the Rao would not agree to the continuance of British management for twelve years, although that was the shortest period within which it was calculated the State could be relieved of its difficulties, and because he was dissatisfied with a proposal to restrict his personal allowances. It became necessary therefore to require the Rao to carry out the necessary reforms, and he was warned that, in the event of his proving obstructive or apathetic, such measures of direct interference as might be necessary would be resorted to. This warning had the desired effect, and the Rao took steps to reduce his expenditure and discharge the liabilities of the State.

As a means of putting an end to the brigandage which prevailed in Sirohi, the Political Superintendency of the State was transferred from an Assistant to the Agent to the Governor-General to the Commandant of the Erinpura Irregular Force; and he was authorised to station temporarily small detachments of the force at Sirohi so as to relieve a portion of the Rao's police for service in the outlying districts; the direct interference of the force, however, was not to be called in except in emergencies with which the police of the State were clearly unable to cope. The measures adopted by the Political Superintendent for the extermination of brigandage on the Sirohi, Mewar and Marwar frontiers were temporarily successful; but a fresh outbreak in 1879 which continued for about three years, led to the Erinpura Force being employed in the suppression and arrest of dakaits. Since then the country has been fairly orderly, the most troublesome boundary cases have been settled, and the customs system has been reformed.

Rao Umed Singh died in September 1875, and his son, Kesri Singh, was recognised as his successor.

Rao Sheo Singh made over to the British Government in 1815 some lands on Mount Abu for the establishment of a sanitarium. The grant was fettered by several conditions (No. LXXXV), one of which was that no kine should be killed. The Chief has on several occasions been requested to cancel this condition, but has always refused. In 1865 and 1867 the Rao consented (Nos. LXXXVI and LXXXVII) to the extension of certain Acts to Mount Abu and Anadra; and to the Political Superintendent being vested, in civil and criminal matters, with any powers which the Government may think proper to delegate to him. Since 1870 these powers in Mount Abu have been exercised by an Assistant to the Agent to the Governor-General. In accordance with arrangements made with the Rao of Sirohi the Government of India in 1884 issued a Notification declaring certain Acts to be in force in Abu and Anadra (including the road leading to the Abu Road Railway Station, and to the Bazar at Kharari), and defined the civil and criminal jurisdiction to be exercised within those limits.

The Rao also agreed to give lands for railway purposes free of cost; to cede in them full jurisdiction short of sovereign rights; and to surrender all transit duties on goods carried through his territory. No formal agreement has been concluded to this effect.

On the completion of the railway line between Ajmer and Ahmadabad in 1880 the Government of India granted (No. LXXXVIII) an annual com-

pensation of Rs. 10,000 to the Sirohi Darbar for loss of transit duties. But this concession was withdrawn in May 1886, on the Resident's showing that the State had not suffered from the opening of the railway. The remaining transit dues levied by the Sirohi Darbar were relinquished in April 1886, an example which the Thakurs of the State were soon induced to follow with regard to certain dues which they had the right to levy. No transit dues are now levied in Sirohi, except a duty of rupees five per maund levied by the Darbar on opium.

In 1857 an extradition Treaty (No. LXXXIX) was concluded with Sirohi, but this was modified by the Agreement of 1887 (No. XC), which provided that in the extradition of offenders from British India to Sirohi the procedure for the time being in force in British India should be followed.

In 1879 an Agreement (No. XCI) was concluded with the Darbar providing for the suppression of the manufacture of salt within the State; the prevention of the export or import of any salt other than that which has paid British duty; and for the abolition of transit dues on salt. In return for this the Rao was to receive an annual payment of Rs. 1,800, and was allowed to purchase annually at half-duty rates, for the consumption of the people of the State, 13,000 maunds of salt. This amount was increased in 1882 to 18,000 maunds (No. XCII). In 1884 a cash payment of Rs. 9,000 a year was substituted for this half-duty salt on condition that the Rao freed the salt trade in the State from all imposts of every description (No. XCIII).

In 1879 the political charge of Sirohi was amalgamated with the command of the Erinpura Irregular Force and the Political Agency for Jodhpur and Jaisalmer. But in 1881 it was decided to revive the Western Rajputana Agency consisting only of the Political Agency of Jodhpur and Jaisalmer and the Political Superintendency of Sirohi.

On the 1st January 1889 the title of Maharao was conferred on Kesri Singh as a hereditary distinction. He was created a Knight Commander of the Star of India in 1895, and a Knight Grand Commander of the Indian Empire in 1901. His only surviving son is Sarup Singh, who was born in 1888.

In August 1903 measures for the conversion of the State Silver coin into British rupees were sanctioned.

The area of Sirohi is 1,964 square miles; and the population, according to the census of 1901, was 154,544, including 10,372 Bhils. The annual



revenue amounts to about 3½ lakhs of rupees. The military forces consist (1905) of 5 serviceable and 3 unserviceable guns, 5 artillery men, 77 cavalry and 705 infantry, mostly irregulars.

The Chief is entitled to a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

## No. LIII.

TREATY of AMITY and ALLIANCE between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARAJAH DHEERAJ RAJ RAJESHORE MAUN SING BAHADUR, settled by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF OF THE BRITISH FORCES in INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY THE MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOUS ORDER OF SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN-GENERAL and COMMANDER-IN-CHIEF of all the LAND FORCES serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR GENERAL in COUNCIL at Fort William in Bengal, in behalf of the HONOURABLE THE ENGLISH EAST INDIA COMPANY, and by MAHARAJAH DHEERAJ RAJ RAJESHORE MAUN SING BAHADUR, in behalf of himself, his heirs and successors—1803.

## ARTICLE 1.

A firm and permanent friendship and alliance is established between the Honourable the English Company and Maharajah Dheeraj Maun Sing Bahadur, and between their heirs and successors.

## ARTICLE 2.

Whereas friendship has been established between the two States the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

## ARTICLE 3.

The Honourable Company shall not interfere in the government of the country now possessed by Maharajah Dheeraj, and shall not demand tribute from him.

## ARTICLE 4.

In the event of any enemy of the Honourable Company evincing a disposition to invade the country lately taken possession of by the Honourable Company in Hindostan, Maharajah Dheeraj shall send the whole of his forces to the assistance of the Company's army, and shall exert himself to the utmost of his power in repelling the enemy, and shall neglect no opportunity of proving his friendship and attachment.

## ARTICLE 5.

Whereas, in consequence of the friendship established by the second Article of the present Treaty, the Honourable Company become guarantee to the Maharajah Dheeraj for the security of his country against external enemies, Maharajah Dheeraj hereby agrees, that if any misunderstanding should arise between him and any other State Maharajah Dheeraj will, in the first instance, submit the cause of dispute to the Company's government that the government may endeavour to settle it amicably, if, from the obstinacy of the opposite party, no amicable terms can be settled, then Maharajah Dheeraj may demand aid from the Company's government. In the event above stated it will be granted, and Maharajah Dheeraj agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other Chieftains of Hindostan.

## ARTICLE 6.

Maharajah Dheeraj hereby agrees, although he is in reality the master of his own army, to act, during the time of war or prospect of action, agreeably to the advice and opinion of the Commander of the English army which may be employed with his troops.

## ARTICLE 7.

The Maharajah shall not entertain in his service or, in any manner give admission to, any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the Company's government.

The above Treaty, comprised in seven Articles, has been duly concluded and confirmed by the seal and signature of His Excellency General Gerard Lake, at Surhindie in the Soubah of Akburabad, on the 22nd day of December 1803 of the Christian era, corresponding with the 7th of Ramzan 1218 Hegira, and with the 9th of Poos Soodee, 1860 Sumbut, and under the seal and signature of Maharajah Dheeraj Raj Rajeshore Maun Sing Bahadur, at                      on the 22nd day of December 1803 of the Christian era, corresponding with the                      of                      1218 Hegira, and with the of                      1860 Sumbut.

When a Treaty containing the above seven Articles shall be delivered to Maharajah Dheeraj, under the seal and signature of His Excellency the Most Noble the Governor General in Council, the present Treaty under the seal and signature of His Excellency General Gerard Lake, shall be returned.

Company's  
Seal.

(Sd.) WELLESLEY.

This Treaty was ratified by the Governor General in Council on the 15th January 1804.

(Sd.) G. H. BARLOW.

(Sd.) G. UDNY.

## NO. LIV.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJAH MAUN SING BAHADUR, RAJAH of JODHPORE, represented by the KOOWUR REGENT JOOGRAJ MAHARAJ KOOWUR CHUTTER SING BAHADUR, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY THE MOST NOBLE THE MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and by BYAS BISHUN RAM and BYAS UBHEE RAM, on the part of MAHARAJAH MAUN SING BAHADUR, in virtue of full powers granted by the MAHARAJAH and the JOOGRAJ MAHARAJ KOOWUR aforesaid—1818.

## ARTICLE 1.

There shall be perpetual friendship, alliance and unity of interests between the Honourable English East India Company and Maharajah Maun Sing, and his heirs and successors; and the friends and enemies of one party shall be the friends and enemies of both.

## ARTICLE 2.

The British Government engages to protect the principality and territory of Jodhpore.

## ARTICLE 3.

Maharajah Maun Sing and his heirs and successors will act in subordinate co-operation with the British Government and acknowledge its supremacy; and will not have any connection with other Chiefs and States.

## ARTICLE 4.

The Maharajah and his heirs and successors will not enter into any negotiation with any Chief or State without the knowledge and sanction of the British Government: but his usual amicable correspondence with friends and relations shall continue.

## ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggressions on any one. If, by accident, disputes arise with any one they shall be submitted to the arbitration and award of the British Government.

## ARTICLE 6.

The tribute heretofore paid to Sindia by the State of Jodhpore, of which a separate Schedule is annexed, shall be paid in perpetuity to the British

Government, and the engagements of the State of Jodhpore with Sindia respecting tribute shall cease.

#### ARTICLE 7.

As the Maharajah declares that, besides the tribute paid to Sindia by the State of Jodhpore, tribute has not been paid to any other State, and engages to pay the aforesaid tribute to the British Government; if either Sindia or any one else lay claim to tribute the British Government engages to reply to such claim.

#### ARTICLE 8.

The State of Jodhpore shall furnish fifteen hundred horse for the service of the British Government whenever required; and when necessary the whole of the Jodhpore forces shall join the British army, excepting such a portion as may be requisite for the internal administration of the country.

#### ARTICLE 9.

The Maharajah and his heirs and successors shall remain absolute rulers of their country, and the jurisdiction of the British Government shall not be introduced into that principality.

#### ARTICLE 10.

This Treaty of ten Articles having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Byas Bishun Ram and Byas Ubee Ram; the ratifications of the same by His Excellency the Governor General and by Raj Rajeesur Maharajah Maun Sing Bahadur and Joograj Maharaj Koowur Chutter Sing Bahadur shall be exchanged within six weeks from this date.

*Done at Delhi, this sixth day of January A.D. 1818.*

Seal.

(Sd.) C. T. METCALFE.

Seal.

BYAS BISHEN RAM.

Seal.

BYAS UBHEE RAM.

Seal.

JOOGRAJ MAHARAJ KOOWUR CHUTTER  
SING BAHADUR.

Seal.

MAHARAJAH MAUN SING BAHADUR.

Governor  
General's  
small Seal.

(Sd.) HASTINGS.

Ratified by His Excellency the Governor General in camp at Oochar, this sixteenth day of January one thousand eight hundred and eighteen.

(Sd.) J. ADAM,  
*Secretary to the Governor General.*

*Statement of the Tribute of Jodhpore.*

Ajmere Rupees . . . . .	1,80,000
Discount 20 per cent . . . . .	36,000
	<hr/>
Jodhpore Rupees . . . . .	1,44,000
	<hr/>
Of which half in specie . . . . .	72,000
„ half in goods . . . . .	72,000
	<hr/>
	1,44,000
Deduct, loss in goods, half . . . . .	36,000
	<hr/>
Jodhpore Rupees . . . . .	1,08,000
	<hr/>

(Sd.) C. T. METCALFE.

L. S.

Seal of BISKER RIR,  
*Vakeel.*

L. S.

*By order of the Governor General,*

(Sd.) J. ADAM,  
*Secretary to the Governor General.*

No. LV.

1824.

TRANSLATION of an ENGAGEMENT on the part of the JODHPORE GOVERNMENT regarding the Marwar lands in Mairwarra.

This Durbar feels perfectly satisfied it could keep up an efficient Police in Mairwarra and would be

TRANSLATION of REPLY on the part of the POLITICAL AGENT.

Whatever amount may be collected from the Marwar-Mairwarra villages made over in trust to British

accountable for all occurrences there ; but being ever desirous of pleasing the British Government, who wish to establish their own system for the better order of the tract, the sum of Rupees 15,000 shall be annually paid for eight years towards the expense of maintaining the Corps raised for this purpose, as pointed out by Mr. Wilder. Accordingly Chang Chitar and the other Khalseh villages, belonging to Marwar, in which the Thakoors of this Durbar were stationed through the assistance of a British Force sent to chastise them, shall be made over in trust for the above time ; but the attendance of an Agent on the part of this Government must be permitted in order to take an account of the receipts, and a corresponding deduction be allowed for whatever may be collected. At the expiration of the stipulated period the contribution will cease and the lands will be taken back.

*Dated 4th Rujub 1239 Hijree.*

(Sd.) BYAS SOORUT RAM,

*Vakeel.*

No. LVI.

1835.

TRANSLATION of an ENGAGEMENT on the part of the JODHPORE GOVERNMENT regarding the Marwar lands in Mairwarra.

Whereas this Durbar, with the view of acting in conformity with the wishes of the British Government and the advice and injunctions of their representative, Mr. Wilder, formerly agreed to pay annually the sum of Rupees

Government shall be deducted from the fifteen thousand Rupees, and after eight years the villages shall again be made over to the management of the Jodhpore authorities and the contribution cease.

*Dated 5th March 1824, corresponding with Phagoon Suddee Poonchmee 1880 Sumbut,*

(Sd) F. WILDER,  
*Political Agent.*

TRANSLATION of a REPLY on the part of LIEUTENANT TREVELYAN, Assistant Agent to the Governor General for the States of Rajpootana.

The lease of the Marwar-Mairwarra villages, which were made over in trust to the British Government for a period of eight (8) years for the better order of the tract, on the understanding that the amount

(15,000) fifteen thousand for a period of eight (8) years towards the expense of maintaining the corps newly raised for the purpose of preserving good order in the Mairwarra tract; and whereas the villages of Chang Chittar and others of Marwar, in which the thannahs of this Durbar were established through the aid of the British Force sent to chastise them, were made over in trust to the British Government for the above period, on an understanding that an accredited Agent on the part of this Government should be permitted to be in attendance for the purpose of inspecting and examining all accounts of the revenue of the said villages, and a deduction should be allowed from the annual contributions of Rupees (15,000) fifteen thousand, corresponding in amount to the aggregate collections from the said villages, and that at the expiration of this stipulated period, the said contribution should cease and the lands be restored.

2 And whereas the said agreement expired on the 5th of Phagoon Suddee Sumbut 1888 (corresponding with the 3rd of Rujub 1247 Hijree), and this Durbar, with the view again of conciliating the good wishes of the British Government and yielding to the injunctions of Major Alves, Agent to the Governor General for the States of Rajpootana, communicated through his Assistant, Lieutenant Henry Trevelyan, does now engage to continue the payment to the British Government of the annual contributions aforesaid of Rupees (15,000) fifteen thousand towards the expense of maintaining the said corps and to replace in trust in their hands the villages of Chang Chittar and others aforesaid under similar conditions for a further period of nine (9) years, commencing from the 6th of Phagoon

collected from them should be deducted from the amount contribution of Rupees (15,000) fifteen thousand, having expired, and a renewal of the lease having taken place for a further term of nine (9) years, and seven additional villages, agreeably to the list hereto appended, having at the same time been made over under similar condition to the former from the 2nd of Kartick Suddee 1892, the lease of those seven additional villages shall expire at the same time with that of the villages of Chang Chittar, &c., of Marwar-Mairwarra before held in trust. The collections from these villages will be accounted for in the same manner as those made from the other villages; and at the completion of nine (9) years from the above date, the former villages and those now made over in addition shall be returned to the management of the authorities of the Jodhpoor Government, and the contribution shall cease.

*Concluded the 2nd of Kartick Suddee Sumbut 1892, corresponding with the 23rd of October 1835.*

NAMES OF VILLAGES ABOVE ALLUDED TO.

Ratureeah.	Dhal.
Naudnah.	Bhugoorah.
Ral.	Karwarah.

Chuttrajee ka Goodha.

(Sd.) H. W. TREVELYAN,

*Asstt. Agent, Govr. Genl.*



Sumbut 1888 (corresponding with the 5th of Rujub 1247 Hijree).

3. And further, with the desire of increasing the friendship at present subsisting between the British Government and this Durbar, it does hereby engage agreeably to their wishes to make over to them in trust, for a period commencing from the 2nd of Kartick Suddee Sumbut 1892 (corresponding with the 29th Jumadee Usanee 1251 Hijree) and ending with the conclusion of the engagement with regard to the villages, above alluded to, seven other villages, as below detailed, subject to the same conditions as those under which the transfer of the former villages of Chang Chittar, &c., was made.

4. After the conclusion of the abovementioned period the payment of the annual contribution in money and the lease of the villages, both now and before handed over to the British Government, shall cease to have effect, and the whole of the villages above adverted to shall be restored.

*Concluded the 2nd of Kartick Suddee Sumbut 1892, corresponding with 29th Jumadee Usanee 1251 Hijree, and 23rd October 1835 A.D.*

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NAMES OF VILLAGES ABOVE ALLUDED TO,

Ratureeah.		Dhal.
Naudnah.		Bhugoorah.
Ral.		Karwarah.

Chuttrajee ka Goodha.

(Sd.) BYAS SIWAI RAM,

*Vakeel,*

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## No. LVII.

*Arrangement with Jodhpur regarding Marwar-Merwara—  
1885.*

From HIS EXCELLENCY the VICEROY and GOVERNOR GENERAL  
of INDIA to HIS HIGHNESS RAJ RAJESHWAR MAHARAJ  
ADHIRAJ JASWANT SINGH BAHADUR, G.C.S.I., JODHPORE,  
—dated Simla, 2nd August 1885.

MY HONORED AND VALUED FRIEND,

Towards the end of last year my Agent in Rajputana represented to me that the debt due from Your Highness's State to the British Government on account of the Merwara Battalion had been liquidated by the 31st March 1884, and that an opportunity offered itself of settling in a satisfactory manner the tenure on which the British Government administers the district of Marwar-Merwara. I approved of certain terms of settlement which had been suggested by Sir Edward Bradford, and I authorised him to ascertain Your Highness's wishes on the subject. In reply I have received a copy of a communication addressed under Your Highness's orders on the 1st May 1885, to the Resident in the Western States of Rajputana. I understand from this letter that Your Highness is willing to leave Marwar-Merwara to the permanent occupation and full administrative control of the British Government, subject to the following conditions, namely:—

- (1) that the sovereign rights of the Marwar State over the tract shall be fully recognised by the British Government;
- (2) that the surplus revenue of the tract accumulated from past years, and now in the possession of the British Government, shall be handed over to the Marwar State;
- (3) that the Marwar State shall in future receive an annual payment from the British Government of three thousand rupees on account of the revenue of the tract, without regard to the amount actually realised from the villages by the British Government;
- (4) that if hereafter the annual revenue derived by the British Government from the villages more than covers the stipulated payment of three thousand rupees, and the cost of management and any charges for improvements specially sanctioned by the Government of India, a share of the net surplus amounting to forty per centum shall be paid to the Marwar State under the name of 'Royalty.'

I now write to inform Your Highness that on behalf of the British Government I accept and agree to these conditions

The new arrangement may appropriately take effect from the 1st of April 1885; and I have therefore instructed Sir Edward Bradford to pay to Your Highness's Agent the balance at the credit of the district of Marwar-Merwara on that date, namely, eleven thousand two hundred and six rupees and eight annas.

I beg to express the high consideration which I entertain for Your Highness.

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No. LVIII.

TRANSLATION of an ARTICLE of AGREEMENT between MAHARAJAH MAUN SING BAHADOOR, RAJAH of JODHPORE, and the BRITISH GOVERNMENT, concluded by LIEUTENANT HENRY TREVELYAN, ASSISTANT AGENT, GOVERNOR GENERAL, for the STATES OF RAJPUTANA—1835.

Whereas Maharajah Maun Sing Bahadoor, Rajah of Jodhpore, having agreed to pay yearly, from the beginning of the month of Poose Sudee Proounmasee Sumbut 1892, the sum of one lakh and fifteen thousand Kuldar Rupees in lieu of the Contingent of fifteen hundred horse which he is bound to furnish when required, as specified in the eighth Article of his Treaty with the British Government, dated Delhi, the 6th January 1818; this paper is written as an agreement, which cancels, on the part of the British Government the following words of the said eighth Article of the said Treaty, *viz.*: "The State of Jodhpore shall furnish fifteen hundred horse when required," and provides for the pecuniary payment at Ajmere by the State of Jodhpore as above stated, *viz.*, "one lakh and fifteen thousand Kuldar Rupees per year." The first payment of one lakh and fifteen thousand Rupees to be made on the first day of the month of Poose Sumbut 1893, and the same to be paid on the same date in each future years.

*Done at Jodhpore, the 2nd of Poose Budi Sumbut 1892, corresponding with the 7th December 1835.*

(Sd.) H. W. TREVELYAN,

*Asst. Agent., Govr. Genl.*

Confirmed by the Governor General in Council on 8th February 1836.

## No. LIX.

1824.

TRANSLATION of an ENGAGEMENT on the part of the JODHPUR GOVERNMENT regarding the exiled Thakoors.

The Boodsoo and Chundawell Thakoors are not desirous of being recommended to favour; but the Chiefs of Ahwa, Assore, Neemage, and Rass, although they are not fit objects of mercy either, nevertheless, in order to please the British Government, the estates they held in the time of Maharajah Bukht Sing shall be restored to them within the period of six months; a khureeta being given, however, from the Governor General for the Maharajah's satisfaction to the following purport:—That if these Thakoors be deficient in duty or obedience, be guilty of any offence, or not conduct themselves conformably to the wishes of the Durbar the Maharajah may act as he thinks proper.

Thus much has been agreed to for the present at the instance of the British Government; but if hereafter these Chiefs show themselves obedient and willing in affording their services to the State they shall be further rewarded; and with respect to some other exiled Thakoors of inferior note they shall also be re-admitted to favour whenever they behave in a manner satisfactory to the Maharajah, but provided the British Government do not interpose in their behalf.

*Dated Phagoon Buddoe Egarees  
1800 Sumbut.*

(Sd.) FUTTEH RAJE,

*Dewan.*

TRANSLATION of REPLY on the part of the POLITICAL AGENT.

Maharajah Maun Sing having agreed to reinstate in their ancient possessions the Thakoors who had been exiled for former offences, in conformity with the wishes of the British Government who have deputed me here for that purpose; if hereafter any of these Thakoors be guilty of any offence or act contrary to the pleasure of the Maharajah, it is declared in the Treaty that His Highness shall be ruler, the British Government will not again interfere in their behalf; and for the further satisfaction of the Maharajah a letter shall be given to this purport on the part of the Governor General.

*Dated 25th February 1824.*

(Sd) F. WILDER,  
*Political Agent.*

## No. LX.

## ENGAGEMENT between the BRITISH GOVERNMENT and MAHARAJAH MAUN SING—1839.

Between the august British Government and the Sirkar of Jodhpore friendship has of old subsisted, and in consequence of the negotiation of the Treaty in Sumbut 1875 (A.D. 1818), this feeling has been established upon a firmer basis; mutual amity has thus existed down to the present time between the two Governments, and such will endure in future time.

At this time the following Articles of Agreement are concluded between the august British Government and Maharajah Maun Sing Bahadoor, the sovereign of Jodhpore, through Colonel John Sutherland :—

1st.—Now for the government of the country mutual deliberations having been agreed upon the Maharajah and Colonel Sutherland and the Sirdars and Uhal-i-kars and the Khuwas Pasbans of the Raj will meet and institute rules for the government of the country which are to be acted upon now and henceforward; they will also define and settle the rights of the several Chiefs and of the Officers of the Government and of others depending upon it according to ancient usage.

2nd.—The British Political Agent and the Uhal-i-kars of the Raj of Jodhpore having counselled together will conduct the affairs of the government according to these rules and after having consulted the Maharajah.

3rd.—The said Punchayat will conduct all the affairs of government in accordance with ancient usage.

4th.—The Colonel Sahib has said that a British garrison shall be placed in the fortress of Jodhpore, and to this the Maharajah agrees. In other Principalities of Rajasthan, where Political Agents reside, they remain outside the city. Within the precincts of the fortress are only dwelling houses, and the area is very much confined. In this consists the difficulty; but nevertheless in view to gratify the Sirkar, the proposition (regarding the British garrison) has been approved, and a suitable spot having been selected it shall be established. The Durbar is under no kind of apprehension of the Sirkar.

5th.—Sreeje ka Mundur (a), Suroop (b), and Jogeswur (c), whether of

- (a) Meaning the Mundurs of the Naths.
- (b) Meaning Lakhme Nath, Prag Nath and their relations
- (c) The Naths.
- (d) Meaning the inside Thakoors.
- (e) Meaning the illegitimate children of His Highness.
- (f) Meaning Koosal Raj, Fouj Raj, &c.

the country or foreigners, their followers and associates, the Oomraos (d), the Keekas (e), Mutsuddees (f), the Khuwas Pasbans and others, shall experience no diminution of their dignity, honour, or profession as at present existing.

6th.—The Kurbars shall exercise their functions in conformity to the rules which shall be established, but should any dereliction of duty be manifested they shall be replaced, after advising with the Maharajah, by other competent persons.

7th.—Those whose rights have been sequestrated shall be repossessed in accordance with the principles of justice, and the incumbents shall perform liege service to the Durbar.

8th.—The British Government having solely in view the continuance of the sovereign rights and interests of Marwar, and the preservation of the honour and reputation of the Maharajah, no diminution thereof shall take place at the hands of the said Sirkar, nor will it permit such diminution at the hands of others, and it becomes guarantee for the same.

9th.—The British Agent and the Uhal-i-kars of Marwar having consulted together will, according to the advice of the Maharajah and the rules to be established, adopt a suitable arrangement for the payment of the British tribute and Sower Khurch now due and for their regular payment in future. Claims on account of losses sustained shall be paid by the parties against whom proof shall be established, while the amount of claims by Marwar upon other States shall be recovered on the cases being duly proven.

10th.—The Maharajah having bestowed title deeds of jaghires on the Sirdars and secured a return of their allegiance and granted amnesty for the past, so in like manner shall the British Government extend a like pardon to all against whom it has conceived objection, to wit, the Suroops,\* the Jogeswurs, the Oomraos, and the Uhal-i-kars.

\* Meaning Lukhmee Nath, &c.

11th.—A British Agent having been appointed at this capital, tyranny or oppression shall not be suffered towards any person; no interference shall be exercised in regard to the six sects of religionists; and there shall be no destruction of life among the animals held sacred in Marwar.

12th.—Should the entire affairs of the Maharajah's government have been adjusted within a period of six months, a year, or eighteen months, the Political Agent and the British garrison shall be withdrawn from the fortress of Jodhpore, and should this be effected at an early period it will be a source of high gratification to the British Government, as its credit will be enhanced in its accomplishment.

13th.—The above engagement having been negotiated as above described at Jodhpore on the 24th day of September 1839 will by Lieutenant-Colonel Sutherland be submitted for the confirmation or amendment of the Right Hon'ble the Governor-General of India, and a khureeta to the address of the Maharajah of the tenor of the above engagement shall be obtained from His Lordship.

The foregoing agreement has been concluded by Colonel John Sutherland in virtue of authority vested in him by the Right Hon'ble George Lord Auckland, G.C.B., Governor-General of India.

The Signature of RIDH MUL, *Vakeel*.

The Signature of FOUJ MUL.

The Official  
Seal of Ridh  
Mul.

The Official  
Seal of Fouj  
Mul.

## NOTE by LIEUTENANT-COLONEL SUTHERLAND.

*Article 4.*—In the original draft it was merely stated that a garrison should be placed in the fort; what follows is the Maharajah's: "a suitable spot" was stated to mean that our garrison should not occupy the palace, the zenana, or the temples.

*Article 5.*—The landed and other rights of all these persons to be defined in conformity with the 1st Article.

*Articles 2 and 6.*—It was desired to say something of the exclusion of the Naths from all interference in the affairs of government, but urged by Maun Sing that they were effectually excluded by these Articles, being neither amongst the "Uhal-i-kars" nor the "Kurbars" of the Raj.

*Article 9.*—It was also desired to introduce a notice of the "Fouj Khurch," or the expense of the present armament as payable by Jodhpore. Maun Sing urged that although the amount must of course be paid, yet it was unnecessary to introduce the mention of it amongst Articles relating to permanent charges against, and the future government of, the State.

*Article 11.*—Horned cattle, pea-fowl and pigeons are the only beasts and birds believed to be held sacred.

*Article 13.*—What relates to the negotiation of the engagement by Lieutenant-Colonel Sutherland in virtue of authority conferred on him by the Governor General stood originally at the head of the paper, but was changed by the Maharajah to the bottom.

## No. LXI.

TRANSLATION of a NOTE from the JODHPORE VAKEEL to the  
POLITICAL AGENT, JODHPORE, dated 15th May 1847.

I communicated to His Highness the Maharajah the contents of your note of the 6th March last, intimating that, in lieu of the cession of Omerkote, a yearly deduction of Rupees 10,000 would be made from the 1,15,000 Sowar Khurch.

His Highness observed, "Omerkote was mine and my claim to it is clear, as the Sahib Bahadoor knows. As long as it remains in the possession of the British Government I may look upon it as belonging to myself; but whenever the British Government may be pleased to grant it away let it be granted to me, and not to another, for Omerkote was mine, so let it be granted to me. In Rajasthan we estimate a right to land very high, and the day on which Omerkote is given to me will be a day of great rejoicing.

"In the meanwhile may the 10,000 Rupees be deducted yearly from the 1,08,000 (tribute payable to the British Government). This deduction

is granted in lieu of land, and tribute is leviable on land, therefore it ought to be deducted from the tribute."

(True translation.)

(Sd.) H. H. GREATHED,

*Political Agent.*

Approved and confirmed by the Governor General in Council on 17th June 1847.

### NO. LXII.

AGREEMENT between HIS HIGHNESS MAHARAJAH TUKHT SINGH, G.C.S.I., and LIEUTENANT-COLONEL R. H. KEATINGE, C.S.I. and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, concluded in accordance with the directions contained in the Foreign Secretary's letter No. 1395 of the 3rd December 1868.

#### ARTICLE 1.

His Highness appoints the following Ministry to conduct the business of the State :—

Josee Hunsraj, Chief Minister ;  
Mehta Bijjeh Singh, Foujdaree Adalut ;  
Mehta Hurjeewun, Revenue Duftur ;  
Singhee Sumrutraj, Dewanee Adalut ;  
Pundit Sheo Nara'n ;

and, as the State Treasury is now empty, agrees to place the sum of 15 lakhs of rupees at their disposal for public expenditure. The Ministry are to exercise their functions under the direct orders of His Highness. They are not to receive any instructions through palace servants, or persons about the zenana ; they are not to be at liberty to delegate their authority to others without the joint consent of the Maharajah and Political Agent.

#### ARTICLE 2.

If the Maharajah or the Political Agent considers the conduct of any Minister such as to necessitate his dismissal, or if a vacancy occurs from any other cause, a successor must be appointed by mutual consent. If an agreement on this point should not be possible the succession must be decided by the Governor General's Agent, who will give full consideration to His Highness's wishes.

#### ARTICLE 3.

Except under orders of the Government of India no change is to be made during the term of this agreement in the established jurisdiction of the Nobles.



## ARTICLE 4.

The whole management of the khalsa estates, and the civil and criminal jurisdiction in them, is to be exercised under the Maharajah's orders through the Ministry, and no portion of it is to be excluded or alienated without the Political Agent's consent.

## ARTICLE 5.

No zenana village is to have jurisdiction in any case of murder, gang robbery, or violent crime.

## ARTICLE 6.

If any of the Maharajah's sons or relations, any personal servant, or any person from the zenana, should commit serious offences beyond the palace limits, His Highness will dispose of the matter, and will, if called upon to do so, inform the Political Agent of the orders passed in the case.

## ARTICLE 7.

The Ministry is not to exercise authority within the palace limits.

## ARTICLE 8.

The Maharajah binds himself to abide by any settlement negotiated by the Political Agent for the permanent establishment of Maharaj Kour Jeswunt Singhjee and the younger sons. The Political Agent to be assisted in this duty by a Committee of three Thakoors and three Mootsuddes, to be nominated by the Governor General's Agent; any question on which four of the Committee concur with the Political Agent to be accepted as settled.

## ARTICLE 9. \*

The Maharajah binds himself to abide by any settlement negotiated by the Political Agent alone or with assessors, and confirmed by the Governor General's Agent on the two following points:—

*1st.*—A permanent settlement of the question of Hookumnamah, or succession tax payable by the Thakoors of Marwar generally.

*2nd.*—A settlement of all disputes between the Durbar and the Thakoors of—

Awah.  
Goolur.

|  
Bajawas.

Asoph.  
Ahlnceawas.

His Highness reserves to himself the option of appealing without delay against the Governor General's Agent's award on both these points, but will, without hesitation, carry out the decision of the Government of India.

## ARTICLE 10.

The Minister is to pay punctually in half-yearly instalments, to whoever the Maharajah may appoint, an annual sum of from Rupees 1,80,000 to

\* See Appendix.

Rupees 2,50,000, according to circumstances, for the private expenses (Khangee khuruch) of the palace.

This amount has been decided on a confidential estimate on record with His Highness and the Governor General's Agent.

No member of the Ministry to accept office in the palace, or to receive any new appointment, without the consent of the Political Agent.

#### ARTICLE 11.

No State income to be diverted from the general treasury, or otherwise alienated, without the consent of the Political Agent, and the accounts to be so kept that the general financial condition of the State may be faithfully exhibited, and can clearly be understood from them.

The State accounts to be open to inspection by any person deputed by the Governor General's Agent.

#### ARTICLE 12.

This engagement to remain in force for a period of four years, unless, in the meantime, a continuance of misrule or the weakness of the Marwar administration should force the Government of India to active interference.

### No. LXIII.

TRANSLATION of a KHUREETA from HIS HIGHNESS the MAHARAJA of JODHPUR, G. C. S. I., to the address of the AGENT to the GOVERNOR GENERAL for the STATES of RAJPOOTANA, dated the 19th July 1866.

I have had the pleasure to receive and understand your khureeta of the 19th February last to this effect, that Government considers the stipulations contained in my former letter to amount to a virtual refusal by this Durbar to have a Railway. I wish you to know that I never wished to disapprove of the Railway; indeed, I feel how many benefits it will confer on Marwar. What I first wrote regarding the loss of customs duties was founded on this that very little foreign goods are expended in Marwar, and that, besides salt, there is no other export of importance produced in Marwar, therefore the chief income of this State is derived from transit dues on articles which pass through it (*i.e.*, without breaking bulk), and from the loss of this item my revenue will certainly suffer heavily. Still in deference to your address to me, to the wishes of the British Government, and to the benefit of all my subjects, I accede to the Railway passing through Marwar on the following conditions:—

#### ARTICLE 1.

Ground averaging 200 feet in area will be granted free for the line or stations, whatever loss is incurred by villages, wells, or gardens in this land will be borne by this Durbar.

## ARTICLE 2.

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In this land the proprietary right will remain with this Durbar, all other rights will be yielded to the British Government, but no criminal of this State can take refuge in this land, any refugee in [this land is to be surrendered to the officials of this State. Any criminal, being a resident of another State, taking refuge in this land, to be surrendered to and dealt with by the Political Agent of this State.

## ARTICLE 3.

All goods passing through the State without breaking bulk will pass free of duty, but goods coming from without and breaking bulk in Marwar, or goods laden in Marwar and proceeding beyond it, will be liable to pay duty to this State.

## ARTICLE 4.

As timber is scarce in Marwar wood cannot be supplied from it for the Railway passing through it.

Whenever a line of rail passing through Marwar may be decided on, every possible aid will be given towards its construction.

## No. LXIV.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS TUKHT SINGH, MAHARAJA of JOUDPORE, G.C.S.I., his heirs and successors, executed on the one part by CAPTAIN EUGENE CLUTTERBUCK IMPEY, POLITICAL AGENT in MARWAR, and POLITICAL SUPERINTENDENT, MULLANI, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V. C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR GENERAL of INDIA, and on the other part, by JOSEE SHEORAJ, MOOSAHIB of JOUDPORE, in virtue of the full powers conferred on him by MAHARAJA TUKHT SINGH aforesaid.—1868.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Marwar State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Marwar, committing a heinous offence within the limits of the Marwar State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

## ARTICLE 3.

That any person, other than a Marwar subject, committing a heinous offence within the limits of the Marwar State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Agent in whom the political supervision of Marwar may at the time be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition, duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Mount Aboo, Rajpootana, this sixth day of August in the year one thousand eight hundred and sixty-eight.

(Sd.) E. C. IMPEY,  
*Political Agent.*

Signature of Josee Sheoraj, Moosahib of the Maharaja of Joudpore,  
G.C.S.I.

(Sd.) JOHN LAWRENCE,  
*Viceroy and Govr.-Genl. of India.*

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla, on the 26th day of August 1868.

(Sd.) W. S. SETON-KARR,  
*Secretary to the Govt. of India.*

## NO. LXV.

### AGREEMENT SUPPLEMENTARY to the TREATY of 1868 regarding EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 26th August 1868, between the British Government and the Jodhpore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jodhpore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Jodhpore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Jodhpore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed, sealed and delivered this day the 30th of July 1887 at Jodhpore.

By command of  
His Highness the Maharaja of Jodhpore, G.C.S.I.

Seal.

(Sd.) P. W. POWLETT, Col.  
*Resident, Western  
Rajputana States.*

Seal.

(Sd.) HARDYAL SINGH,  
*Assistant Musahib Ala, for Musahib Ala, Marwar Durbar.*

(Sd.) DUFFERIN,  
*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the 28th day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secretary to the Government of India,  
Foreign Department.*

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No. LXVI.

TRANSLATION of a KHUREETA from HIS HIGHNESS the MAHA-  
RAJA of JOUDHPOOR, to POLITICAL AGENT, JOUDHPOOR,  
dated 7th March 1869.

It is known to you that it has been long under His Highness's consideration to construct an Imperial line of metalled road for the benefit of the public at large from Erinpoora to Burr in Marwar *via* Palee. Previously, during Major Nixon's and Captain Impey's tenure of office, orders had been issued by the Durbar, and here and there a road had been commenced; but owing to the expense of His Highness's journeys to Reean, Agra and Serolee the works had to be suspended.

You have now informed me that the Government of India are contemplating making an Imperial road through the Burr Pass, from Nya Nuggur in the Ajmere District to Burr, and that the work in the Burr Pass has actually been commenced, and you have proposed that the road from Burr to Erinpoora through Marwar should be constructed by me, and you have also intimated that if the Durbar consented to the construction of the same the British Government would assist by giving a portion of the expenses. From this the Durbar felt its wishes were about to be realized. I have now given the subject my mature consideration and have determined to construct the line of road from Burr to Erinpoora through my territory, and to issue orders to that effect. Furthermore, a branch road from Joudhpoor to Palee will also be made, and as to the cost of the same, the expense of construction, exclusive of what the British Government may give, will be borne by the Marwar State, which will pay for and make all the work. Since it was necessary to inform you of the fact the above is submitted for your information. I have written to you with the view of obtaining your opinion and ideas on the construction of both these roads, and whatever is decided upon will be done according to your advice.

**ARRANGEMENT** concluded between HIS HIGHNESS TUKHT SING, MAHARAJA of JOUDHPOOR, K.C.S.I., and COLONEL J. C. BROOKE, OFFICIATING POLITICAL AGENT, MARWAR, for the construction of the Imperial road through the State of Marwar, from Burr to Erinpoora—1869.

The roads now sanctioned by the Maharaja are to be constructed by the Rajpootana Public Works Department. His Highness undertakes to pay for them at the rate of one lakh of Government Rupees yearly, but will be glad to see them prosecuted as vigorously as Government may choose, on the clear understanding that he is not to be called upon to pay interest for any sums advanced for the works in anticipation of the yearly lakh.

2. The total cost of the work to be defrayed in the proportion of 80 per cent. by the Marwar Government, and 20 per cent. by the Government of India.

The road to be constructed on the same model as the road already sanctioned through the Kishengurh State and the Ajmere District, and no increased expenditure to be permitted without the concurrence of the Durbar.

The present Dâk Bungalows to be put in thorough repair by the Department of Public Works, and a new Dâk Bungalow to be erected at Burr.

The present Burr Bungalow to be repaired and used as an Inspection Chowkee, and three others to be constructed between it and Erinpoora for the same purpose.

The Marwar Government to be charged only with their share of the Executive Division or Divisions employed on these works, but not with any portion of the supervising establishments.

3. No bridge estimated to cost more than Rupees 20,000 to be undertaken without the express sanction of the Maharaja.

4. With a view of keeping the Durbar informed of the expenditure and progress of the work a copy of all contracts entered into for these works to be furnished to it, and a monthly statement to be sent of expenditure incurred in departmental labour.

Any copies of accounts asked for by the Durbar will be furnished on its intimating its willingness to make arrangements for transcribing them.

5. An Agent will be appointed by the Durbar to meet the Executive Engineer who will locate the line. The Agent will remain with him and assist him in all matters in which the people of the country are concerned. As little injury as possible will be done to rubber cultivation by the location of the line, and all arrangements for making over the land shall be made by the Durbar's Agent.

In case of any difficulty the Executive Engineer will address the Political Agent, who will consult with the Durbar. The portions of the road already constructed will be utilized as much as possible.

Seal.

(Sd.) MAHARAJA TUKHT SING.

JODHPUR, }  
*The 8th April 1869.*

J. C BROOKE,  
*Offg. Political Agent, Marwar.*

## No. LXVII.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJAH TUKHT SING, G.C.S.I., of Jodhpur, his heirs and successors, executed on the one part by COLONEL JOHN C. BROOKE, OFFICIATING POLITICAL AGENT at the COURT OF JODHPUR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I., and V.C., AGENT to the GOVERNOR GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONYCROWER, BARON NAAS of NAAS, K.P., G.M.S.I., P.C., &c., &c., VICEROY AND GOVERNOR GENERAL of INDIA, and on the other part by JOSHEE HUNSRAJ, MOOSAHIB of MARWAR, in virtue of the full powers conferred on him by MAHARAJAH TUKHT SING, aforesaid—1870.

### ARTICLE 1.

Subject to the conditions contained in the following Agreement, the Government of Jodhpur will lease to the British Government its right of manufacturing and of selling salt within the limits of the territory bordering on the Sambhur Lake, as hereinafter defined in Article 4, and of levying duties on salt produced within such limits.

### ARTICLE 2.

This lease shall continue in force until such time as the British Government desires to relinquish it, provided that the British Government shall give notice to the Government of Jodhpur of its intention to terminate the arrangement two full years previous to the date on which it desires the lease to cease.

### ARTICLE 3.

To enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, the Jodhpur Government shall empower the



British Government and all officers appointed by the British Government for such purposes to enter and search, in case of suspicion, houses, and all other places, enclosed or otherwise, within the limits hereinafter defined, and to arrest and punish with fine, imprisonment, confiscation of goods, or otherwise, any and all persons detected within such limits in the violation of any of the rules or regulations which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt or the prevention of unlicensed manufacture or smuggling.

#### ARTICLE 4.

The strip of territory bordering on the shores of the lake, including the town of Sambhur and twelve other hamlets, and comprehending the whole of the territory now subject to the joint jurisdiction of the States of Jodhpoor and Jeypoor, shall be demarcated, and the whole space inclosed by such line of demarcation, as well as such portions of the lake itself or of its dry bed as are now under the said joint jurisdiction, shall be held to constitute the limits within which the British Government and its officers are authorized to exercise the jurisdiction referred to in Article 3.

#### ARTICLE 5.

Within the said limits, and so far as such measures may be necessary for the protection or furtherance of the manufacture, sale, or removal of salt, the prevention of smuggling, and the enforcement of the rules laid down in accordance with Article 3 of this Agreement, the British Government, or the officers by it empowered, shall be authorized to occupy land for building or other purposes, to construct roads, erect barriers, hedges, or buildings, and to remove buildings or other property.

If any land paying land revenue to the Government of Jodhpoor be occupied under the authority of the British Government for any of the purposes aforesaid, the British Government shall pay to the Government of Jodhpoor an annual rent equal to the amount of such revenue.

In every case in which anything involving injury to private property shall be done by the British Government or its officers under this Article, one month's previous notice shall be given to the Government of Jodhpoor, and in all such cases proper compensation shall be paid by the British Government on account of such injury. In case of difference between the British Government or its officers and the owner of such property as to the amount of the compensation, such amount shall be determined by arbitration.

The erection of any buildings within the said limits shall not confer on the British Government any proprietary right in the land which, on the termination of the lease, shall revert to the Government of Jodhpoor, with all buildings or materials left thereon by the British Government.

No temples or places of religious worship shall be interfered with.

## ARTICLE 6.

Under the authority of the Jodhpoor Government, the British Government shall constitute a Court, presided over by a competent officer, who shall usually hold his sittings within the abovementioned limits, for the trial and punishment, on conviction, of all persons charged with violations of the rules and regulations referred to in Article 3, or offences connected therewith; and the British Government is authorized to cause the confinement of any such offenders sentenced to imprisonment either within the aforesaid limits or within its own territories as may seem to it most fitting.

## ARTICLE 7.

From and after the date of the commencement of the lease the British Government will, from time to time, fix the price at which salt manufactured within the said limits, and intended for exportation beyond the limits of the Jodhpoor and Jeypoor States shall be offered for sale.

## ARTICLE 8.

Of the stocks of salt owned jointly by the Governments of Jodhpoor and Jeypoor, and existing within the said limits at the commencement of the lease, the share belonging to the Jodhpoor Government, being the half of the stocks above mentioned, shall be transferred by the said Government to the British Government on the following terms:—

The Jodhpoor Government will transfer its share in five hundred and ten thousand (510,000) British Indian maunds of salt to the British Government free of cost. The price to be paid for the share of the Jodhpoor Government in the remainder of the said stocks shall be reckoned at six and a half annas ( $6\frac{1}{2}$ ) per British Indian maund, and payment shall be made at this rate by the British Government to the Government of Jodhpoor, provided that the said payment of six and a half annas per maund to the Government of Jodhpoor shall only commence when salt in excess of eight hundred and twenty-five thousand (825,000) British Indian maunds is sold or exported by the British Government in any year, and then only on the share of such excess which belongs to the Government of Jodhpoor; and until the aggregate of such yearly excesses amounts to the full quantity of the stocks of salt transferred over and above the said five hundred and ten thousand (510,000) British Indian maunds, the British Government shall not pay the royalty of 20 per cent. on the sale price of such excess, as provided in Article 12.

## ARTICLE 9.

No tax, toll, transit duty, or due of any kind whatsoever shall be levied by the Jodhpoor Government or shall by it be permitted to be levied by any other person, on any salt manufactured or sold by the British Government, within the said limits, or while in transit through the Jodhpoor territory, and covered by a British pass, *en route* to any place outside the Jodhpoor territory.

## ARTICLE 10.

Nothing in this Agreement shall be held to bar the sovereign jurisdiction of the Jodhpoor Government, within the aforesaid limits in all matters, civil and criminal, not connected with the manufacture, sale, or removal of salt, or the prevention of unlicensed manufacture or smuggling.

## ARTICLE 11.

The Government of Jodhpoor shall be relieved of all expenses whatsoever connected with the manufacture, sale, and removal of salt, and the prevention of unlicensed manufacture or smuggling within the limits aforesaid; and in consideration of the lease granted to it the British Government agrees to pay to the Jodhpoor Government, in two half-yearly instalments, an annual rent of one hundred and twenty-five thousand (1,25,000) Rupees, British currency, on account of the share of the Jodhpoor Government in the salt sold within the said limits, and the total sum of such annual rent, amounting to one hundred and twenty-five thousand (1,25,000) Rupees, British currency, shall be paid without reference to the quantity of salt actually sold in, or exported from, the said limits.

## ARTICLE 12.

If the amount of salt sold in, or exported from, the said limits by the British Government in any year shall exceed eight hundred and twenty-five thousand (825,000) British Indian maunds, the British Government shall pay to the Government of Jodhpoor on all such excess (subsequent to the exhaustion of the stock referred to in Article 8) a royalty at the rate of 20 per cent. on the price per maund which shall have been fixed as the selling price under the first clause of Article 7.

In the event of any doubts arising as to the amount of salt on which royalty is claimable in any year, the accounts rendered by the principal British officer in charge at Sambhur shall be deemed conclusive evidence of the amounts actually sold or exported by the British Government within the periods to which they refer, provided that the Jodhpoor Government shall not be debarred from deputing one of its own officers to keep a record of sales for its own satisfaction.

## ARTICLE 13.

The British Government agrees to deliver annually seven thousand (7,000) British Indian maunds of good salt, free of all charges, for the use of the Jodhpoor Durbar; such salt to be delivered at the place of manufacture to any officer empowered by the Jodhpoor Government to receive it.

## ARTICLE 14.

The British Government shall have no claim on the land or other revenue, unconnected with salt, payable from the town of Sambhur or other villages or lands included within the limits aforesaid.

## ARTICLE 15.

The British Government shall not sell salt within the Jodhpoor territory outside the limits of such jurisdiction as may be assigned to it by this or any other Agreement.

## ARTICLE 16.

If any person employed by the British Government within the said limits shall have absconded after committing an offence, or if any person shall have absconded after committing a breach of the rules laid down under Article 3, the Jodhpoor Government shall, on sufficient evidence of criminality, make every effort to cause his arrest and surrender to the British authorities within the said limits, in case of his passing through, or taking refuge in, any part of the Jodhpoor territories.

## ARTICLE 17.

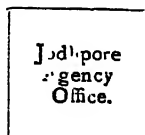
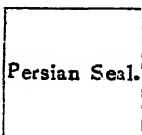
None of the conditions of this Agreement shall have effect until the British Government shall actually assume charge of the manufacture of salt within the said limits.

The British Government may determine the date of so assuming charge, provided that, if such charge be not assumed on or before the 1st May 1871, the conditions of this Agreement shall be null and void.

## ARTICLE 18.

None of the conditions contained in this Agreement shall be in any way set aside or modified without the previous consent of both Governments, and should either party fail or neglect to adhere to these conditions the other party shall cease to be bound by this Agreement.

Signed, sealed, and exchanged at Jodhpoor this twenty-seventh day of January A.D. eighteen hundred and seventy, corresponding to the eleventh day of Maha Bud Sumvut nineteen hundred and twenty-six.



(Sd.) J. C. BROOKE, Col.,

*Offg. Poltl. Agent, Marwar.*

Official Seal of State  
of Jodhpoor.



(Sd.) MAYO.

(Sl.) JOSHEE HUNSRAJ,  
*In Native Characters.*



This Treaty was ratified by His Excellency the Viceroy and Governor General of India at Fort William on the fifteenth of February 1870.

Seal.

(Sd.) C. U. AITCHISON,  
*Offg. Secy. to the Govt. of India, Foreign Dept.*

For Notification establishing Sambhur Court see Jeypoor, page 117.

## NO. LXVIII.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS TUKHT SING, G.C.S.I., MAHARAJAH of JODHPUR, his heirs and successors, executed on the one part by COLONEL JOHN CHEAP BROOKE, OFFICIATING POLITICAL AGENT AT THE COURT of JODHPUR, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., AGENT to the GOVERNOR-GENERAL FOR THE STATES OF RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONYCROWER, BARON NAAS of NAAS, K.P., G.M.S.I., P.C., &c., &c., VICEROY and GOVERNOR GENERAL of INDIA, and on the other part by JOSHEE HUNSRAJ, MOOSAHIB of MARWAR, in virtue of the full powers conferred on him by MAHARAJAH TUKHT SING aforesaid—1870.

### ARTICLE 1.

Subject to the conditions contained in the following Agreement the Government of Jodhpur will lease to the British Government its right of manufacturing and of selling salt within the limits of the territory bordering on the Sambhur Lake, as hereinafter defined in Article 4, and of levying duties on salt produced within such limits.

### ARTICLE 2.

This lease shall continue in force until such time as the British Government desires to relinquish it provided that the British Government shall give notice to the Government of Jodhpur of its intention to terminate the arrangement two full years previous to the date on which it desires the lease to cease.

### ARTICLE 3.

To enable the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, the Jodhpur Government shall empower

the British Government and all officers appointed by the British Government for such purposes to enter and search, in case of suspicion, houses and all other places, enclosed or otherwise, within the limits hereinafter defined, and to arrest and punish with fine, imprisonment, confiscation of goods or otherwise, any and all persons detected within such limits in the violation of any of the rules or regulations which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt, or the prevention of unlicensed manufacture or smuggling.

#### ARTICLE 4.

A strip of territory, bordering the shores of the lake throughout, within the separate jurisdiction of Jodhpoor, including Nawa, Goodha, and other villages and hamlets, and averaging two (2) miles in width measured from the high water limits of the lake, shall be demarcated, and the whole space enclosed by such line of demarcation, as well as such portions of the lake itself or of its dry bed as are now under the exclusive and separate jurisdiction of Jodhpoor, shall be held to constitute the limits within which the British Government and its officers are authorised to exercise the jurisdiction referred to in Article 3.

#### ARTICLE 5.

Within the said limits, and so far as such measures may be necessary for the protection or furtherance of the manufacture, sale, or removal of salt, the prevention of smuggling, and the enforcement of the rules laid down in accordance with Article 3 of this Agreement, the British Government, or the officers by it empowered, shall be authorised to occupy land for building or other purposes, to construct roads, erect barriers, hedges or buildings, and to remove buildings or other property.

If any land paying land revenue to the Government of Jodhpoor, be occupied under the authority of the British Government for any of the purposes aforesaid, the British Government shall pay to the Government of Jodhpoor an annual rent equal to the amount of such revenue.

In every case in which anything involving injury to private property shall be done by the British Government or its officers under this Article, one month's previous notice shall be given to the Government of Jodhpoor, and in all such cases proper compensation shall be paid by the British Government on account of such injury. In case of difference between the British Government or its officers and the owner of such property as to the amount of the compensation such amount shall be determined by arbitration.

The erection of any buildings within the said limits shall not confer on the British Government any proprietary right in the land, which, on the termination of the lease, shall revert to the Government of Jodhpoor with all buildings or materials left thereon by the British Government.

No temples or places of religious worship shall be interfered with.

## ARTICLE 6.

Under the authority of the Jodhpoor Government the British Government shall constitute a Court, presided over by a competent officer, for the trial and punishment, on conviction, of all persons charged with violations of the rules and regulations referred to in Article 3, or offences connected therewith ; and the British Government is authorised to cause the confinement of any such offenders sentenced to imprisonment within the aforesaid limits or elsewhere as may seem to it most fitting.

## ARTICLE 7.

From and after the date of the commencement of the lease the British Government will, from time to time, fix the price at which salt manufactured within the said limits shall be offered for sale.

## ARTICLE 8.

The whole of the stocks of salt existing within the aforesaid limits at the commencement of the lease shall be transferred by the Jodhpoor Government to the British Government on the following terms :—

The Government of Jodhpoor will transfer six hundred thousand (600,000) British Indian maunds of salt to the British Government as stock with which to commence operations free of cost. The price to be paid to the Jodhpoor Government for the remainder of the said stock shall be reckoned at six and a half annas ( $6\frac{1}{2}$ ) per British Indian maund, and payment shall be made at this rate by the British Government to the Government of Jodhpoor, provided that the said payment of six and a half annas ( $6\frac{1}{2}$ ) per maund to the Government of Jodhpoor shall only commence when salt in excess of nine hundred thousand (900,000) British Indian maunds is sold or exported by the British Government in any year ; and until the aggregate of such yearly excesses amounts to the full quantity of the stock of salt transferred, over and above the said six hundred thousand (600,000) British maunds, the British Government shall not pay the royalty of forty (40) per cent. on the sale price of such excess, as provided in Article 12.

## ARTICLE 9.

No tax, toll, transit duty, or due of any kind whatsoever shall be levied by the Jodhpoor Government, or shall by it be permitted to be levied by any other person, on any salt manufactured or sold by the British Government within the said limits, or while in transit through the Jodhpoor territory and covered by a British pass, *en route* to any place outside the Jodhpoor territory, provided that on all salt sold for consumption within the territory of Jodhpoor, the Government of that State will be at liberty to levy whatever tax it may please.

## ARTICLE 10.

Nothing in this Agreement shall be held to bar the sovereign jurisdiction of the Jodhpoor Government within the aforesaid limits in all mat-

ters, civil and criminal, not connected with the manufacture, sale or removal of salt, or the prevention of unlicensed manufacture or smuggling.

#### ARTICLE 11.

The Government of Jodhpoor shall be relieved of all expenses whatsoever connected with the manufacture, sale, and removal of salt, and the prevention of unlicensed manufacture or smuggling within the limits aforesaid, and in consideration of the lease and other immunities hereby granted to it the British Government agrees to pay to the Jodhpoor Government, in two half-yearly instalments, an annual rent of three lakhs (3,00,000) of Rupees, British currency, and the total sum of such annual rent, amounting to three lakhs (3,00,000) of Rupees, British currency, shall be paid without reference to the quantity of salt actually sold in, or exported from, the said limits. The above sum of three lakhs (3,00,000) of Rupees shall include all rights of bhoom, transit dues, and huqs of every kind due to the Thakoor of Koochawun and others which the Jodhpoor Government agrees to satisfy.

#### ARTICLE 12.

If the amount of salt sold in, or exported from, the said limits by the British Government in any year shall exceed nine hundred thousand (900,000) British Indian maunds, the British Government shall pay to the Government of Jodhpoor on all such excess (subsequent to the exhaustion of the stock referred to in Article 8) a royalty at the rate of forty (40) per cent. on the price per maund, which shall have been fixed as the selling price under Article 7.

In the event of any doubts arising as to the amount of salt on which royalty is claimable in any year the accounts rendered by the principal British Officer in charge at Sambhur shall be deemed conclusive evidence of the amounts actually sold or exported by the British Government within the periods to which they refer, provided that the Jodhpoor Government shall not be debarred from deputing one of its own officers to keep a record of sales for its own satisfaction.

#### ARTICLE 13.

The British Government agrees to deliver annually seven thousand (7,000) British Indian maunds of good salt, free of all charges, for the use of the Jodhpoor Durbar ; such salt to be delivered at the place of manufacture to any officer empowered by the Jodhpoor Government to receive it.

#### ARTICLE 14.

The British Government shall have no claim on the land or other revenue, unconnected with salt, payable from the townships of Nawa, Goodha, or other villages or lands included within the limits aforesaid.

#### ARTICLE 15.

The British Government shall not sell any salt within the Jodhpoor territory outside the limits of such jurisdiction as may be assigned to it by this or any other Agreement.



## ARTICLE 16.

If any person employed by the British Government within the said limits shall have absconded after committing an offence, or if any person shall have absconded after committing a breach of the Rules laid down under Article 3, the Jodhpoor Government shall, on sufficient evidence of his criminality, make every effort to cause his arrest and surrender to the British authorities within the said limits, in case of his passing through, or taking refuge in, any part of the Jodhpoor territories.

## ARTICLE 17.

None of the conditions of this Agreement shall have effect until the British Government shall actually assume charge of the manufacture of salt within the said limits.

The British Government may determine the date of so assuming charge provided that, if such charge be not assumed on or before the first May 1871, the conditions of this Agreement shall be null and void.

## ARTICLE 18.

None of the conditions contained in this Agreement shall in any way be set aside or modified without the previous consent of both Governments; and should either party fail or neglect to adhere to these conditions, the other party shall cease to be bound by this Agreement.

Signed at Jodhpoor on the eighteenth day of April A.D. one thousand eight hundred and seventy.

(Sd.) J. C. BROOKE, *Col.*,  
*Offg. Poltl. Agent, Marwar.*

Seal.

Seal of State of Jodhpoor.

(Sd.) JOSHEE HUNSRAJ.

Seal.

(Sd.) MAYO.

Seal.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the twenty-sixth July 1870.

(Sd.) C. U. AITCHISON,  
*Offg. Secy. to the Govt. of India, Foreign Dept.*

## NOTIFICATION.

Foreign Department, the 30th November 1870.

Whereas by Treaty dated 18th April 1870, and made between the British Government and His Highness the Maharajah of Jodhpoor to enable

the British Government to carry on the manufacture and sale of salt at the Sambhur Lake, it was (amongst other things) agreed that the Government of Jodhpoor should empower the British Government, and all officers appointed by the British Government in this behalf, to enter and search, in case of suspicion, houses and all other places, enclosed or otherwise, within the limits hereinafter defined, and to arrest and punish with fine, imprisonment, confiscation of goods, or otherwise, any and all persons detected within such limits in the violation of any of the rules or regulations which may be laid down by the British Government in regard to the manufacture, sale, or removal of salt, or the prevention of unlicensed manufacture or smuggling ; and that, under the authority of the said Government of Jodhpoor, the British Government should constitute a Court, presided over by a competent officer, for the trial and punishment, on conviction, of all persons charged with violations of the said rules and regulations or with offences connected therewith ; and the British Government was also authorized to cause the confinement of any such offenders sentenced to imprisonment within the aforesaid limits or elsewhere as might seem to it most fitting.

In pursuance of the provisions hereinbefore cited, and under the authority aforesaid, the Viceroy and Governor-General of India in Council hereby declares—

*Firstly.*—The Sambhur Lake Court established by Notification No. 505-P., dated 18th March, is hereby constituted a Court for the purposes aforesaid.

*Secondly.*—The local limits of the jurisdiction of the Sambhur Lake Court are hereby extended so as to include such portions of the Sambhur Lake or of its dry bed as are under the exclusive and separate jurisdiction of Jodhpoor ; and likewise a strip of territory bordering the shores of the lake throughout, within the separate jurisdiction of Jodhpoor, including Nawa, Goodha and other villages and hamlets, and averaging two miles in width, measured from the high-water limits of the lake, and which shall be demarcated under the above-mentioned treaty.

*Thirdly.*—The provisions in Clauses 3 to 7 inclusive of Notification No. 505-P., dated 18th March, already mentioned, shall apply to the said Court in the exercise of this extended jurisdiction.

## NO. LXIX.

### JODHPORE SALT AGREEMENT, dated the 18th January 1879.

Ratified the 8th May 1879.

#### ARTICLE 1.

His Highness the Mahàraja of Jodhpore agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Jodhpore State except at salt sources administered by the British Government, or worked under special licenses from the British Government :

Provided that nothing in this Article shall be held to prohibit the *bond fide* manufacture of saltpetre at any work now existing within the Jodhpore State, or the opening at any time with the previous knowledge of the Political Agent of such new saltpetre works as the Maharaja of Jodhpore may consider necessary.

#### ARTICLE 2.

His Highness the Maharaja undertakes to prevent the importation into, or exportation from, the Jodhpore State, of any salt whatever other than salt upon which duty has been levied by the British Government.

#### ARTICLE 3.

No export or transit duty shall be levied within the Jodhpore State upon salt upon which duty has been levied by the British Government.

#### ARTICLE 4.

His Highness the Maharaja agrees to lease to the British Government, from a date to be fixed by that Government, the right of manufacturing and selling salt at the salt sources or *daribas* here below named :—

Pachbadra.  
Didwana.

|

Phalodi.  
The Luni Tract.

Provided that if the British Government shall at any time cease to carry on or permit the manufacture of salt at any or all of the said salt sources, they shall equitably compensate all proprietors of private works therein situated and all manufacturers therein employed for any losses they may in consequence sustain.

Provided also that the Maharaja of Jodhpore shall only be held to transfer to the British Government such rights, property and authority over any works or pits at present existing at any of the said sources as are now actually vested in himself.

#### ARTICLE 5.

His Highness the Maharaja will, in consultation with the Political Agent, cause each of the four salt sources aforesaid to be demarcated by a line enclosing the whole tract occupied, and shall extend the provisions of Articles 3, 5, 6, and 16 of the Sambhur Lake Treaty of 1870 to the tracts so enclosed, so far as they may be applicable. The British Government agrees to the extension of Articles 10, 14, and 15 of the said Treaty to the said tract.

#### ARTICLE 6.

The British Government agree to pay annually, in half-yearly instalments, to His Highness the Maharaja for the lease of the four salt sources named in article 4 (including compensation to all holders of *dharma* and

similar charitable and religious allotments) the following sums in British Indian currency :—

					Rs.
For Didwana ...	...	...	...	...	2,00,000
Pachbadra ...	...	...	...	...	1,70,000
Phalodi ...	...	...	...	...	4,500
Luni Tract ...	...	...	...	...	1,500
Total					3,76,000
(Rupees three lakhs seventy-six thousand.)					
And for losses sustained by the suppression of khari works in					
khalsa land ...	...	...	...	...	15,800
Total					3,91,800
(Rupees three lakhs ninety-one thousand eight hundred.)					

#### ARTICLE 7.

The losses likely to be incurred by Jagirdars and others entitled to share in the rents and revenues of the salt-works that will be suppressed under this Agreement having been considered by the British Government and the Maharaja, the British Government further agree to pay annually, and His Highness the Maharaja undertakes to distribute the indemnities settled, aggregating rupees nineteen thousand five hundred and ninety-five, annas five and pies three (19,595-5-3) in accordance with Schedule A attached to this Agreement.

#### ARTICLE 8.

The losses of Kharols and others connected with the manufacture of salt within the Jodhpore State having been considered in concert by the British Government and the Maharaja of Jodhpore, the British Government hereby agree to pay to His Highness the Maharaja the sum of rupees three lakhs by way of compensation to the said persons, and His Highness the Maharaja undertakes to distribute the said sum of rupees three lakhs among the said persons.

#### ARTICLE 9.

If any stocks of salt be found to exist within the Jodhpore State at the time when this Agreement comes into force or when a duty shall be first imposed by the British Government at the aforesaid works on their produce, the Maharaja of Jodhpore will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which the said duty may have been paid, but not otherwise.

## ARTICLE 10.

In consideration of the loyal and effective observance by His Highness the Maharaja of Jodhpore of the stipulations in this Agreement regarding the suppression of minor salt-works, the indemnities payable to proprietors, the exemptions from transit duty of salt covered by British passes and the prevention of export of other salt, the British Government agree to pay to His Highness the Maharaja of Jodhpore the following sums annually :—

	Rs.
On account of transit and export duties on salt ...	25,000
For preventive establishment ...	50,000
For miscellaneous revenue and incidental emoluments ...	50,000
Total ...	1,25,000
(Rupees one lakh twenty-five thousand.)	

## ARTICLE 11.

Furthermore, the British Government agree that, in the event of the total money realizations from the sale of salt at the leased works collectively exceeding in any year the total charges properly debitable against the same, one-half of the said excess shall be made over to His Highness the Maharaja. The accounts rendered by the several British officers in charge of the said sources shall be conclusive evidence as to the amount of such excess.

## ARTICLE 12.

The British Government agree to deliver annually 225,000 (two lakhs twenty-five thousand) maunds of good salt (in half-yearly instalments of 112,000 and 113,000 maunds respectively), at a price not exceeding eight annas per maund, free of duty to the officers of His Highness the Maharaja for the use of the people of the Jodhpore State. The first instalment of salt shall be claimable on the expiration of six months from the date of the assumption of the management of the works by the British Government, or sooner, should the Maharaja desire it and if the requisite quantity be available at the works.

Each instalment shall be removed by the officers of the Maharaja within one year from the date of its falling due, failing which all claim to it or of such portion of it as may remain unremoved shall cease. Not less than one-half this salt shall be delivered at Pachbadra, and the British Government will endeavour to deliver the remainder from the several works that may be open in such proportions as His Highness the Maharaja may desire.

## ARTICLE 13.

The British Government agree to deliver annually at Pachbadra ten thousand (10,000) British Indian maunds of salt of good quality, free of all charges, for the use of His Highness the Maharaja, to any officer deputed by His Highness the Maharaja to receive it.

## ARTICLE 14.

The British Government agree to permit the petty works noted in Schedule B annexed to this Agreement to be kept open for the manufacture of *khari* required for industrial purposes, and His Highness the Maharaja agrees so to supervise these works as to prevent their total outturn in any one year exceeding 20,000 maunds, and to furnish to the British Government annual returns of the outturn of each of the said works.

## ARTICLE 15.

In the event of its being proved by experience that the arrangements made in accordance with this Agreement by His Highness the Maharaja for the safety of the British revenue are practically insufficient, or in the event of it being proved to the full satisfaction of the British Government that the quantity of salt provided for the consumption and use of the people of Jodhpore in Article 12 is materially insufficient, this Agreement will be open to revision.

## ARTICLE 16.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

## SCHEDULE A.

(Referred to in Article 7 of Agreement.)

*List of Jagirdars and others entitled to share in the rents and revenues of the salt-works that will be suppressed, and to receive indemnities as shown in this Statement in accordance with Article 7 of Agreement.*

Number.	Name of Pargana.	Name of Village.	Name of Jagirdar.	Share of Jagirdar.	Share of Dharamdars and others.
				Rs. A. P.	Rs. A. P.
1	Sachor . . .	Khejreali . . .	Rana Karol Singh . . .	510 0 0	...
2	Do. . . . .	Sutari . . . . .	Chohan Jeswant Singh . . .	261 0 0	...
3	Do. . . . .	Mandari . . . . .	Do. Jhita Singh . . .	555 0 0	...
4	Do. . . . .	Barki . . . . .	Do. Jait Singh . . .	546 1 0	...
5	Do. . . . .	Bakhasar . . . . .	Do. Anar Singh . . .	684 2 0	...
6	Siwana . . .	Sawanta . . . . .	Bhati Kuman Singh . . .	25 8 0	139 0 0
7	Nawa . . . .	Kuchawun . . . . .	Rao Bahadur Kesri Singh . .	2,424 6 0	...
8	Pokaran . . .	Pokaran . . . . .	Thakur Guman Singh . . .	3,084 4 0	...
9	Sheo . . . . .	Pedana . . . . .	Rawuts of Girah . . .	10 10 6	...
10	Farbatsur . .	Mundota . . . . .	Bishan Singh and Kesri Singh . . .	10 0 0	1 12 0
11	Do. . . . .	Banigaon . . . . .	Hari Singh . . . . .	4 12 0	...
12	Merta . . . .	Gonarha . . . . .	Rao Bahadur Kesri Singh . .	153 12 0	10 5 0
13	Do. . . . .	Punlota . . . . .	Khalsa . . . . .	2 8 0	2 8 0
14	Do. . . . .	Lawadar . . . . .	Rao Raja Anar Singh . . .	2 4 0	0 5 0
15	Do. . . . .	Harsor . . . . .	Do. do. . . . .	2 8 0	0 5 3
16	Do. . . . .	Narmo . . . . .	Rathore Hari Singh of Bakri . . .	54 2 0	...

*List of Jagirdars and others entitled to share in the rents and revenues of the salt-works that will be suppressed, and to receive indemnities as shown in this Statement in accordance with Article 7 of Agreement—concluded.*

Number.	Name of Pargana.	Name of Village.	Name of Jagirdar.	Share of Jagirdar.	Share of Dharamdars and others.
				Rs. A. P.	Rs. A. P.
17	Merta . . .	Dodiana . . .	Rathore Bishan Singh . . .	60 0 0	...
18	Jodhpore . . .	Gangani . . .	Kishor Singh Alharaj . . .	432 8 0	46 4 0
19	Do. . .	Bhawud . . .	Amar Singh Bhati . . .	4 0 0	3 2 0
20	Do. . .	Desuri . . .	Sankar . . .	...	12 0 0
21	Do. . .	Mori . . .	Ssan . . .	160 0 0	21 4 0
22	Do. . .	Chopra . . .	Khalsa . . .	0 10 9	7 0 0
23	Do. . .	Bhaori . . .	Baii Sal . . .	1,515 8 0	26 0 0
24	Do. . .	Amdian-ka-Gurha . . .	Khalsa . . .	...	70 0 0
25	Godwar . . .	Sapuni . . .	Biah Magdad . . .	29 14 6	2 1 0
26	Do. . .	Kord . . .	Rathor Newat Singh . . .	9 13 6	7 2 3
27	Do. . .	Chanodi . . .	Do. Kishor Singh . . .	2,12 12 0	705 12 0
28	Do. . .	Bhachunda . . .	Do. do. . .	20 6 3	8 6 6
29	Do. . .	Kawalan . . .	Sendal Kor Singh . . .	87 7 6	32 6 0
30	Do. . .	Bardarho . . .	Do Achal Singh . . .	154 4 0	26 5 0
31	Do. . .	Jomi, and half of Amdla . . .	Bharat Ram Dan . . .	96 14 0	42 5 0
32	Bilarha . . .	Bhijiasni . . .	Joshi Ashkaran . . .	23 12 0	5 8 0
33	Do. . .	Bilarha . . .	Khalsa . . .	...	80 0 0
34	Do. . .	Jaitiwas . . .	Rao Raja Jowahir Singh . . .	20 5 3	6 13 3
35	Do. . .	Kalaona . . .	Rathor Guman Singh . . .	23 8 0	45 0 0
36	Do. . .	Bhawi . . .	Khalsa . . .	3 0 0	84 8 0
37	Do. . .	Bhoyal . . .	Maharaj Bahadur Singh . . .	3 4 0	0 12 0
38	Do. . .	Kaparrha . . .	Bhati Abhi Singh . . .	189 3 6	674 8 0
39	Sujat . . .	Bhuriarlo . . .	Indur Singh Parohit and four others.	617 7 3	296 8 9
40	Do. . .	Durasni . . .	Parohit Kani Ram and others.	253 0 0	21 0 0
41	Do. . .	Godarao . . .	Charan Kan Dhan . . .	93 8 0	24 12 0
42	Do. . .	Hasalpur Kurd . . .	Khalsa . . .	...	37 8 0
43	Do. . .	Huriara . . .	Do. . .	...	34 8 0
44	Do. . .	Dangurwas . . .	Do. . .	...	2 0 0
45	Do. . .	Nata Kuri . . .	Do. . .	1 3 6	6 14 0
46	Do. . .	Meho . . .	Bhati Tej Singh . . .	22 0 0	20 0 0
47	Do. . .	Khokhra . . .	Rathor Bhairan Singh . . .	5 3 9	13 12 0
48	Do. . .	Sanpa . . .	Champawut Rutton Singh and others.	3 0 0	13 0 0
49	Do. . .	Jadan . . .	Kalawut Ragunath Singh . . .	5 8 0	6 8 0
50	Do. . .	Pauchwa Khurd . . .	Rao Raja Sultan Singh . . .	106 6 0	3 0 0
51	Pali . . .	Rupawas . . .	Bharat Ajit Singh . . .	213 0 0	64 0 0
52	Do. . .	Kurnu Girwar . . .	Kalian Singh . . .	242 0 0	53 12 0
53	Do. . .	Padaran . . .	Sugram Singh . . .	15 8 0	7 2 0
54	Do. . .	Sali . . .	Jodha Ruttan Singh . . .	117 2 0	20 11 0
55	Do. . .	Hamawas . . .	Maji Ranawutji . . .	251 15 0	88 0 0
56	Do. . .	Balirao . . .	Thakur Guman Singh . . .	194 8 0	58 11 0
57	Do. . .	Akeli . . .	Parohit Bhom Singh . . .	4 10 0	4 11 0
58	Do. . .	Sakrawas . . .	Charan Nathu Ram . . .	4 13 0	3 12 0
59	Do. . .	Kherwa . . .	Rao Bahadur Sawunt Singh.	198 6 0	36 0 0
60	Do. . .	Budwara . . .	Do. do. . .	42 5 0	6 13 9
61	Do. . .	Sonai . . .	Maharani Jarechaji . . .	14 0 0	0 10 9
62	Do. . .	Kharrho . . .	Rathor Bahron Singh . . .	62 0 0	...
63	Do. . .	Lalki . . .	Thakur Sultan Singh . . .	202 5 0	2 8 0
64	Do. . .	Sanwalta . . .	Subhag Sheonath Singh . . .	642 4 0	26 8 0
			Miscellaneous charges . . .	...	14 4 6
GRAND TOTAL . . .				19,595 5 3	

## SCHEDULE B.

*List of Khari works which the Jodhpore Durbar propose to keep open under Article 14 of Agreement.*

Village.	Pargana.	Maximum outturn.
		Mds.
Pichiak . . . . .	Bilara . . . . .	13,000
Malkosni . . . . .	Do. . . . .	7,000
		—
	TOTAL .	20,000

Rules regulating the sale by Customs Officers of the salt (225,000 maunds) allowed to the Jodhpore Darbar under Article 12 of the Agreement.

1. Subject to re-allotment whenever necessary the quantity of salt allowed to the Darbar will be sold by officers of the Inland Customs Department as follows :—

		Mds.
By the Assistant Commissioner, Pachbadra ...	...	140,000
„ „ „ Didwana ...	...	60,000
„ Inspector, Phalodi ...	...	10,000
„ „ Luni Tract ...	...	15,000

half of the fixed quantity being sold in each half-year, *i.e.*, the half-year ending the 31st March and 30th September of each year.

The purchasers of salt sold under this rule will be at liberty to select the store-heap or store-let from which they would be supplied.

2. The following are the rates at which the salt will be sold :—

Sale price per maund on account of the British Government, price according to quality from three annas six pies to five annas at the purchaser's option.

Duty on account of the Jodhpore Darbar, Rs. 1-12-6.

3. The sale price *vide* Rule II will be credited at once in the Government account of the salt source, and be accounted for according to rule.

The Raj duty, one rupee twelve annas and six pies either in cash or “sahookari rookash” or bankers' notes, approved by the Darbar's local Hakims, payable within periods not exceeding three months, will be credited at once to a deposit account (kept under the Rules for personal deposit, *vide* Civil Account Code) in the treasury or sub-treasury account, and paid to the



officer of the Jodhpur Raj appointed to receive it, *vide* Rule 7, and deposited in the Government Treasury, but apart from the Government cash balance.

4. Requisition for the quantity of salt required will be made in a form which will be supplied by Customs Officers free of charge. With this requisition clearly filled in the applicant will present the fixed price and duty to the Customs Officer, who will pass an order on the back of the requisition for the credit of the money, and issue in lieu a pass for the protection of the salt covered inside of Marwar.

5. This pass will be treated by the officer, who weighs out the salt, as a rawanah issued on account of a sale for the Government, except that it will be entered in a separate register.

6. The requisition will be endorsed with the particulars entered in the pass issued in lieu, it will then form the voucher for the account of the duty realized for the Raj.

7. At the close of each month the duty whether in cash or "sahookari rookas," *vide* Rule 3, realized within the period, will be paid to the Raj Hakim at the salt source concerned, and a receipt in duplicate obtained; the original for record, the duplicate to accompany the list of sale, *vide* next Rule.

8. At the close of each month a list of passes granted will be prepared to show—

- |                             |                             |
|-----------------------------|-----------------------------|
| 1. Serial number of entry,  | 5. Raj duty collected,      |
| 2. " " of passes issued,    | 6. Date of issue of pass,   |
| 3. Purchaser's name,        | 7. Destination of the salt, |
| 4. Quantity of salt issued, | 8. Carriage employed,       |

9. Instalment against which the salt was issued,

and accompanied by the endorsed passes (Rule 6), will be sent to the Darbar through the Political Agent, Western Rajputana States, a copy of the list being sent to the central office for the information of the Commissioner, Inland Customs.

At the close of each year the salt source officers will prepare from the office copies of the list, for submission to the Commissioner, Inland Customs, an abstract statement showing how the different parganas of Marwar have been supplied.

9. The account of each half-year's instalment will be kept quite separate, and at the close of each period within which the instalment can be taken, a balance account to show—

- |                      |                    |
|----------------------|--------------------|
| (1) Opening credit,  | (2) Monthly sales, |
| (3) Balance undrawn, |                    |

will be drawn up and furnished through the Commissioner, Inland Customs, for the information of the Marwar Darbar.

## No. LXX.

MEMORANDUM of an AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of JODHPUR for the construction of a RAILWAY from JODHPUR to BIKANIR.—1889.

1. His Highness the Maharaja of Jodhpur agrees to construct, in conjunction with His Highness the Maharaja of Bikanir, a line of railway to connect Jodhpur with Bikanir. The Railway will be called the Jodhpur-Bikanir Railway. It will be the exclusive property of the two Native States, each of which will receive all the profits derived from the working of the portion of the line running through its territory.

2. His Highness the Maharaja of Jodhpur will provide all the capital required for the construction, maintenance, and working of the Marwar section, the Bikanir Darbar providing the same for its portion.

The line will be on the metre-gauge, and will be constructed in accordance with the standard dimensions prescribed by the Government of India.

3. His Highness the Maharaja of Jodhpur has accepted the offer of the Bikanir Darbar to lend on behalf of the project twenty lakhs of rupees at four per cent. interest: this sum His Highness undertakes to liquidate by annual instalments of not less than three lakhs, to be paid from the Salt Treaty payment received by the Jodhpur Darbar. His Highness the Maharaja will be at liberty to apply more than three lakhs annually towards repayment of the loan, but it is to be understood that from the instalment so paid the interest accrued will first be deducted and the balance will be credited towards the liquidation of the principal.

4. The preparation of separate estimates for each State's portion of the line shall be completed as soon as possible, and the same shall be submitted for the inspection of the Government of India.

5. The construction and management of the proposed line shall be entrusted to the Manager for the time being of the Jodhpur Railway, who shall also be the Manager of the Jodhpur-Bikanir Railway. The work shall commence from the Jodhpur side.

6. The Station staff and the police required shall be appointed by, and be placed under the general control and direction of, the Manager for the time being of the Jodhpur-Bikanir Railway, subject to the approval of the Jodhpur Darbar for the section within Marwar limits.

7. The Jodhpur Darbar shall exercise complete authority over the portion of the line situate in its territory subject to the condition that His Highness the Maharaja shall cede full criminal and civil jurisdiction over the land occupied by the Railway whenever the Government of India consider it desirable.

8. The line shall not be opened until it has been inspected and passed as safe by an officer duly empowered in that behalf by the Government of

India. Further, the Government of India shall be at liberty to depute a competent officer to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked.

9. Such returns and information as are supplied in the case of the Jodhpur Railway shall be furnished for the Jodhpur-Bikanir line.

The line shall be worked in accordance with the general rules and regulations in force on Indian State Railways.

10. The British Government has consented to the construction by the Telegraph Department of a line of telegraph for the joint use of the Telegraph Department and of the Jodhpur-Bikanir Railway on the same terms as are applicable to State Railway Telegraphs in British India, subject to the exception that the Jodhpur and Bikanir States will bear the first cost for the portion of the line within their territories, in proportion to the number of wires used respectively by the Telegraph Department and the Jodhpur-Bikanir Railway, and be relieved of any charge for interest therefor, and on the understanding that the Licensed Telegraph Rules in force in British India are observed on the said Railway. Under this arrangement each State will retain the collections made at the offices within its territory, and be liable for the whole cost of working and maintaining its portion of the telegraph line.

11. This agreement may be modified at any time by mutual consent.

Signed at Jodhpur this thirteenth day of July in the year A. D. one thousand eight hundred and eighty-nine.



(Sd.) PERCY W. POWLETT, *Colonel,*  
*Resident, Western Rajputana States.*

(Sd. in vernacular.)



JASWANT SINGH, G.C.S.I.,  
*Maharaja of Jodhpur.*

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPARTMENT,  
SIMLA;  
*The 27th August 1889.*

(Sd.) H. M. DURAND,  
*Secy. to Govt. of India, Foreign Dept.*

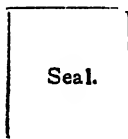
## No. LXXI.

AGREEMENT SUPPLEMENTARY TO THE AGREEMENT OF 1889  
REGARDING THE JODHPUR-BIKANIR RAILWAY.

The Bikanir Darbar hereby agrees that the "offices" referred to in clause 10 of the Agreement relating to the Jodhpur-Bikanir Railway mean "Railway Telegraph Offices" only.

BIKANIR,  
The 28th November 1890. }

(Sd.) A. C. TALBOT, *Major,*  
*President, Regency Council.*

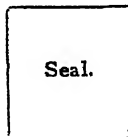


"

S. HUKM SINGH,  
*Vice-President.*

"

In vernacular,  
*Members.*



"

A. C. TALBOT, *Major,*  
*Political Agent, Bikanir.*

## No. LXXII.

MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN THE  
BRITISH GOVERNMENT AND HIS HIGHNESS MAHARAJA  
SARDAR SING BAHADUR OF JODHPORE FOR THE INTRO-  
DUCTION OF MORE DEFINITE ARRANGEMENTS FOR THE  
EFFECTIVE CONTROL AND DISCIPLINE OF THE MARWAR  
IMPERIAL SERVICE TROOPS WHEN SERVING BEYOND THE  
FRONTIER OF THE MARWAR STATE.

Whereas His Highness Maharaja Sardar Singh of Jodhpore maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Marwar State;

It is hereby agreed between the Governor-General of India in Council of the one part and His Highness Maharaja Sardar Singh of Jodhpore on the other, as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorised to administer in respect of the said Imperial Service Troops, so serving, the military laws and regulations to which they

are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of the said Maharaja Sardar Singh of Jodhpore or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said Maharaja Sardar Singh of Jodhpore has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

Signed at Jodhpore this nineteenth day of April in the year A. D. one thousand eight hundred and ninety-nine.

(Sd.) SARDAR SINGH,  
*Maharaja of Jodhpore.*



(Sd.) CHAS. E. YATE, *Lieut.-Col.,*  
*Resident, Western Rajputana States.*

Approved and confirmed by the Government of India.

SIMLA;  
The 7th May 1901. }

By order,  
H. S. BARNES,

*Secy. to the Govt. of India, Foreign Dept.*

No. LXXIII.

MEMORANDUM of AGREEMENT between the GOVERNMENT of INDIA and HIS HIGHNESS the MAHARAJA of JODHPORE and the COUNCIL of REGENCY, BICKANEER, for the construction of a railway on the metre gauge from Balotra to Hyderabad, and for the working of the section of the railway from the JODHPORE FRONTIER to HYDERABAD.

1. *Construction of the line.*—The portion of the line from Balotra to Hyderabad within Marwar territory shall be constructed on the same stand-

ard as the Jodhpore-Bickaneer railway by, and at the cost of, the Jodhpore Darbar, and the portion within British territory shall similarly be constructed by, and at the cost of, the Government of India.

2. *Working of the line.*—The line shall be worked as a part of the Jodhpore-Bickaneer railway system, the Manager of that railway system being the Manager of the amalgamated undertaking.

3. *Rolling-stock.*—The whole of the rolling-stock required for working the railway from Balotra to Hyderabad shall be provided by, and at the cost of, the Jodhpore Darbar, and the Government of India shall pay to the Darbar in each half-year a sum equal to 5 per cent. of the gross earnings of the British section for the use of the rolling-stock required for the conveyance of traffic over that section, in addition to the working expenses payable under clause 9.

4. *Rates and fares.*—The schedules of maxima and minima rates and fares and the classification of goods in force on the North-Western railway from time to time shall be in force on the British section of the railway, through rates being divided in mileage proportion.

5. *Services to the Government of India.*—All services which the Government of India may require to be rendered on the British section of the line to the Post Office, the Military Department, the Police Department or any other Department of the Indian Government, or to high Government officials, shall be performed on the same conditions and at the same rates as may be in force from time to time on other railways of the same gauge belonging to the Government of India.

6. *Telegraphs.*—The telegraph line on the section of the railway in Jodhpore territory shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force on State railways in British India. The Jodhpore Darbar shall work the line in strict accordance with the rules which have been, or which may from time to time be, authorised by the Governor General in Council for adoption and working of licensed telegraph lines in British India.

7. *Police.*—The law and order police maintained on the Jodhpore and Bickaneer railways, and on the new extension shall be provided by the Government of India, the amount representing the cost of the law and order police in Jodhpore and Bickaneer territory being subsequently recovered from the Darbars. The cost of the watch and ward police shall be debited to the working expenses of the amalgamated undertaking.

8. *Earnings.*—The gross earnings of the sections of the railway in British and Jodhpore territory shall be separately recorded. All earnings from telegraphs, wharfage, demurrage, sale of goods, terminals, etc., at a station shall be treated as earnings of that station. All traffic earnings shall be remitted to the Jodhpore State treasury, and as soon as each month's accounts are audited, 45 per cent. of the gross earnings of the

British section for that month shall be paid to the Government of India, the balance whether in favour of the Darbar or the Government of India being adjusted at the close of each half year as soon as possible after the Revenue Accounts are rendered.

9. *Working expenses.*—The working expenses of the amalgamated undertaking excluding the cost of maintenance, shall be divided between the British and Native State sections of the line in the ratio of the gross earnings of each section. The maintenance charges shall be the actual expenditure in each section of the line for *direct* charges, and for *joint* charges, such as salary allowances and other expenses of the Chief Engineer, the proportion due in the ratio of gross earnings.

10. *Audit of accounts.*—The accounts shall be compiled and audited by the Bombay, Baroda and Central India Railway Company on terms to be settled between that company and the contracting parties. As an alternative arrangement, at the option of the contracting parties, an Auditor shall be appointed on pay to be agreed upon.

11. *Undue preference.*—The railway shall not as between members of the public make or give any undue or unreasonable preference or advantage to or in favour of any person or company or any particular description of traffic, or subject any particular person or company to any undue or unreasonable prejudice or disadvantage. The Government of India shall have full power for the purposes of this clause to decide whether any preference, advantage, prejudice or disadvantage is undue or unreasonable.

12. *Duration of the agreement.*—This agreement as regards the working of the railway shall have effect from the date of opening of the same to public traffic, and shall remain in force until determined by one of the parties thereto giving 12 calendar months' previous notice in writing of the termination thereof. Such notice shall take effect only on the 1st day of January or 1st day of June in any year.

## No. LXXIV.

MEMORANDUM of terms relating to the loan from the MYSORE DARBAR for the construction of that section of the BALOTRA-SHADIPALI RAILWAY LINE which lies within the JODHPUR STATE.

His Highness the Maharaja Sardar Singh of Jodhpur applies for the sanction of the Government of India to borrow from the Mysore Darbar a sum of twenty-five and a half lakhs of rupees for the construction of the section of the Balotra-Shadipali Railway which lies within the Jodhpur State. The execution of the said section will be entrusted to the Manager of the Jodhpur-Bikanir Railway.

2. The Mysore Darbar agree to give to the Jodhpur Darbar a loan of twenty-five and a half lakhs of rupees, such loan being advanced by

means of the transfer by the Dewan of Mysore in favour of the Bombay Bank or of any person or Bank the Jodhpur Darbar may name, of Government of India three-and-a half per cent. stock, of the face value of the said sum of twenty-five and a half lakhs of rupees.

3 His Highness the Maharaja of Jodhpur agrees to pay interest to the Mysore Darbar on the aforesaid loan of twenty five and a half lakhs of rupees at the rate of four per cent. per annum and to repay the said loan of twenty-five and a half lakhs of rupees in British currency in cash in one lump sum at the expiration of ten years from the date of the transfer of the stock in the manner set forth above. The interest payable as above shall be paid by half yearly instalments on the first day of April and the first day of October in each year.

4. In compliance with the request preferred by His Highness the Maharaja of Jodhpur, the Government of India consent to the salt compensation dues described in the agreements settled between the Government of India and the Marwar Darbar on the 27th January 1870, 18th April 1870 and 18th January 1879 being regarded as security for the due discharge of the principal and interest of the loan as set forth in this memorandum. The Government of India further consent to make direct to the Mysore Darbar all payments on account of interest due on the loan, from time to time, and in case of default of payment of principal on the date fixed by this memorandum, also such payments as may be necessary to discharge the loan in full with further interest up to date of discharge.

5. The anticipatory interest due on the stock of the face value of the twenty-five and a half lakhs of rupees mentioned above on the date of the transfer of the same by the Mysore Darbar to the Jodhpur Darbar, shall at the convenience of the Jodhpur Darbar, be paid to the Mysore Darbar, either at the time of the transfer of the stock or with the first payment of interest on the loan.

6. On the conditions above stated the Governor General of India in Council authorizes the Jodhpur Darbar, to obtain from the Mysore Darbar, a loan of twenty-five and a half lakhs of rupees for expenditure on the said section of the railway.

I accept the terms contained in the above memorandum.

SARDAR SINGH,

*Maharaja of Jodhpur.*

*The 8th October, 1898.*

Seal.



No. LXXV.

AGREEMENT ENTERED INTO BY THE MAHARAJA OF JODHPUR REGARDING THE CESSION OF JURISDICTION ON THE JODHPUR PORTION OF THE JODHPUR BIKANER RAILWAY—1900.

I, Raj Rajeshwar Maharaja Dhiraj Maharaja Sirdar Singh of Marwar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Jodhpur-Bikaner railway and its current and future extensions (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

No. LXXVI.

AGREEMENT ENTERED INTO BY THE JODHPUR DARBAR REGARDING THE CESSION OF JURISDICTION ON THE JODHPUR PORTION OF THE REWARI-PHULERA CHORD RAILWAY.

The Marwar Darbar, in Rajputana, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Marwar State which are, or may hereafter be, occupied by the Rewari-Phulera Chord Railway and its current and future extensions (including all lands occupied for stations, for out buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

JODHPUR ;	}	SUKHDEO, C.I.E., <i>Rao Bahadur,</i>
<i>The 10th August 1905.</i>		<i>Senior Member, Mehkma Khas, Raj Marwar.</i>
ABU ;	}	W. STRAITON, <i>Major,</i>
<i>The 12th August 1902.</i>		<i>Resident, Western Rajputana States.</i>

No. LXXVII.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY AND MAHA RAWUL MOOLRAJ BAHADOOR, RAJAH OF JESSULMERE concluded on the part of the HONOURABLE COMPANY BY MR. CHARLES THEOPHILUS METCALFE, in virtue of full powers granted by HIS EXCELLENCY the MOST NOBLE THE MARQUIS OF HASTINGS, K. G., GOVERNOR GENERAL, &c., and on the part of the MAHARAJAH DHIRAJ MAHA RAWUL MOOLRAJ BAHADOOR, by MISR MOOTEE RAM and TAUKOOR DAULUT SINGH, according to full powers conferred by the MAHA RAWUL,—1818.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable English Company and Maha Rawul Moolraj Bahadur, the Rajah of Jessulmere, and his heirs and successors.

ARTICLE 2.

The posterity of Maha Rawul Moolraj shall succeed to the principality of Jessulmere.

ARTICLE 3.

In the event of any serious invasion directed towards the overthrow of the principality of Jessulmere, or other danger of great magnitude occurring to that principality, the British Government will exert its power for the protection of the principality, provided that the cause of the quarrel be not ascribable to the Rajah of Jessulmere.

ARTICLE 4.

The Maha Rawul and his heirs and successors will always act in subordinate co-operation with the British Government, and with submission to its supremacy.

ARTICLE 5.

This Treaty of five Articles, having been settled, signed and sealed by Mr. Charles Theophilus Metcalfe, and Misr Mootee Ram and Taukoor Daulut Singh, the ratifications of the same by His Excellency the Most Noble the Governor General and Maharajah Dhiraj Maha Rawul Moolraj Bahadoor shall be exchanged in six weeks from the present date.

*Done at Delhi, this 12th day of December A. D. 1818.*

(Sd.) C. T. METCALFE.

L. S.

The  
Governor  
General's  
Small Seal.

(Sd.) HASTINGS.

Company's  
Seal.

(Sd.) G. DOWDESWELL.

„ J. STEWART.

„ C. M. RICKETTS.

Ratified by the Governor General in Council, at Fort William, this 2nd day of January 1819.

(Sd.) J. ADAM,

*Chief Secretary to the Government.*

## No. LXXVIII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS MAHA RAWUL BAIREE SAL SINGH, BAHADOOR, MAHA RAWUL of JEYSULMERE, his heirs and successors, executed on the one part by COLONEL JOHN CHEAP BROOKE, OFFICIATING POLITICAL AGENT OF MARWAR AND JEYSULMERE and POLITICAL SUPERINTENDENT of MULLANEE, under authority from LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C., GOVERNOR GENERAL'S AGENT FOR THE STATES OF RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HONOURABLE RICHARD SOUTHWELL BOURKE, EARL OF MAYO, VISCOUNT MAYO OF MONYCROWER, BARON NAAS OF NAAS, K.P., G.M.S.I., P.C., &c., &c., &c., VICEROY and GOVERNOR GENERAL OF INDIA, and on the other part by HAFIZ ABDOL HUQ, VAKEEL of JEYSULMERE, in virtue of the full powers conferred on him by MAHA RAWUL BAIREE SAL SINGH, BAHADOOR, aforesaid.—1870.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Jeysulmere State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Jeysulmere, committing a heinous offence within the limits of the Jeysulmere State and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 3.

That any person other than a Jeysulmere subject committing a heinous offence within the limits of the Jeysulmere State and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Jeysulmere State may at the time be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence

shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoity.  |   |

#### ARTICLE 6.

The expense of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of the wish to terminate it.

#### ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Mount Aboo this tenth day of May in the year one thousand eight hundred and seventy.

Seal.

(Sd.) J. C. BROOKE, Col.,  
*Officiating Political Agent,  
 Marwar and Jeysulmere.*

(Sd.) HAFIZ ABDUL HUSSAIN,  
*Vakeel.*

Seal.

(Sd.) MAYO,

Seal.

Seal of State of Jeysulmere.

This Treaty was ratified by His Excellency the Viceroy and Governor General of India at Simla on the twenty-ninth July 1870.

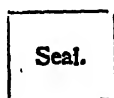
(Sd.) C. U. AITCHISON,  
*Offg. Secy. to the Govt. of India, Foreign Dept.*

## No. LXXIX.

### AGREEMENT SUPPLEMENTARY to the TREATY OF 1870 regarding EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 29th July 1870, between the British Government and the Jeysulmere State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jeysulmere State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Jeysulmere State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Jeysulmere State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Done at Jodhpore this (23rd) twenty-third day of August in the year one thousand eight hundred and eighty-seven.



(Sd.) PERCY W. POWLETT, Col.,

*Resident, Western Rajputana States.*



(Vernacular.)

Signature of Jeysulmere Vakil.

(Sd.) DUFFERIN,

*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor General of India at Fort William on the twenty-eighth day of March A. D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secy. to the Govt. of India, Foreign Dept.*

No. LXXX.

JEYSULMERE SALT AGREEMENT, DATED THE 31ST MARCH 1879.  
Ratified the 8th May 1879.

ARTICLE 1.

His Highness the Maharawal agrees to levy a duty of one rupee per maund on all salt manufactured in Jeysulmere territory. This duty to be in excess of the existing charges for salt sold by the State.

ARTICLE 2.

His Highness the Maharawal undertakes to prevent the export of salt manufactured in Jeysulmere into any other State.

ARTICLE 3.

His Highness undertakes that no export or transit duty of any kind shall be levied within the Jeysulmere State upon salt upon which duty has been levied by the British Government.

ARTICLE 4.

From and after 1st October 1878 the amount of salt manufactured in the Jeysulmere State shall not exceed 15,000 (fifteen thousand) maunds in each year, and this amount shall be manufactured only for consumption and use within the limits of the Jeysulmere State.

Provided that if it be found that this amount of salt is less than, or in excess of, actual requirements, the limit of manufacture shall by mutual agreement hereafter be increased or diminished.

ARTICLE 5.

His Highness the Maharawal undertakes to supply the Political Agent with yearly returns of the actual amount of salt manufactured and used in the Jeysulmere State.

This Agreement is to come into force from 1st October 1878, the date on which the British Government assumed charge of the salt sources in the Marwar State.

Signed at Jodhpore on the thirty-first day of March one thousand eight hundred and seventy-nine.

## No. LXXXI.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and RAO SHEO SING, REGENT OF SEROHI, concluded by CAPTAIN ALEXANDER SPEIRS, AGENT at SEROHI, on the part of the HONOURABLE COMPANY by order of MAJOR-GENERAL SIR DAVID OCHTERLONY, BARONET, G.C.B., RESIDENT at MALWA and RAJPOOTANA, in virtue of full powers granted by the RIGHT HONOURABLE WILLIAM PITT, LORD AMHERST, GOVERNOR GENERAL in COUNCIL, and on his own part by RAO SHEO SING, REGENT of SEROHI—1823.

Whereas at this time Rao Sheo Sing, the Regent of Serohi and representative of the rulers of that principality, has solicited that the protection of the British Government may be extended to his country, and the British Government has satisfied itself that the State of Serohi is not politically dependent on any of the other Princes or Chiefs of Rajpootana, the request of the Rao has been complied with, and the following Articles have been agreed upon as a lasting engagement to define the relations between the parties, and to determine the terms and conditions of the alliance which will be adhered to by both governments as long as the sun and the moon shall endure.

## ARTICLE 1.

The British Government consents to take under its protection, and to receive amongst the number of its dependent and tributary States, the chiefship and territory of Serohi.

## ARTICLE 2.

The Regent Rao Sheo Sing on his own behalf, and in the name of the Rao, his heirs and successors, hereby acknowledges the supremacy of the British Government, and engages to discharge with fidelity the duties of allegiance, and to observe punctually the other conditions detailed in this engagement.

## ARTICLE 3.

The Rao of Serohi will not form or maintain connections with any other States or Chiefs. He will not commit aggression on any one. If by accident disputes arise with a neighbour they shall be submitted to the arbitration and decision of the British Government. That Government undertakes also to arbitrate and adjust any claims which may be possessed or advanced by other States upon Serohi or *vice-versâ*, whether for lands, service, money, contributions, or otherwise.

## ARTICLE 4.

The jurisdiction of the British Government shall not be introduced into the territories of Serohi, but the rulers thereof shall at all times attend to the advice of the officer of the British Government in the administration of their affairs, and act in conformity thereto.

## ARTICLE 5.

The territory of Serohi having at this time become a perfect desert, in consequence of intestine divisions, the disorderly conduct of the evil-disposed portion of its inhabitants, and the incursions of predatory tribes, the Regent hereby expressly and specially engages to follow the counsel of the British authority in all his proceedings for the restoration of the prosperity of the country and the introduction of good order and regularity. The Regent likewise promises that he will use his most strenuous exertions, both now and hereafter, for the improvement of the country, the suppression of robbery and theft, and the due and efficient administration of justice to all his subjects.

## ARTICLE 6.

If any of the Sirdars and Thakoors of Serohi shall commit offences or be guilty of disobedience, the same shall be punished by fine or confiscation of lands, or such other infliction as may be in each case determined on, in concert and concurrence with the Officers of the British Government.

## ARTICLE 7.

All classes in Serohi, nobles and peasants, having with one voice declared that Rao Oodebaun, the former ruler, was justly deposed and thrown into confinement, with the approbation of all the Sirdars and Thakoors, on account of his tyranny and oppression to his subjects, and the Rao Sheo Singh being by all parties admitted to be the proper successor, the British Government will recognize the Rao Sheo Sing as Regent of the State during the time of his natural life, but after his decease, should there be any lawful heirs of Rao Oodebaun, they will succeed to the principality.

## ARTICLE 8.

The State of Serohi shall pay such tribute to the British Government to defray the expenses incurred by undertaking its protection as may be determined on at the expiration of three years from the date of this engagement, provided, however, that the amount thereof shall not exceed three-eighths or six annas of the annual revenues of the country.

## ARTICLE 9.

With the view to the encouragement of trade and the promotion of the general welfare of the community it shall be competent to the Officers of the British Government to recommend such rates of transit duties and



regulations for the collection of customs within the limits of the Serohi territory as may on further experience be judged expedient, and to interfere from time to time to enforce or amend the same.

#### ARTICLE 10.

When any detachment of British troops shall be employed in or near Serohi the Rao will, in the due discharge of his duty to the British Government, provide the same with all the needful supplies without charging any duty thereon. The Commanding Officer of such force will, on his part, use his best endeavours for the protection from injury of the crops and corn-fields; and should it meet the views of the British Government to canton a force in Serohi it shall be optional with it to do so, and no dissatisfaction with the arrangement will be felt on the part of the Rao. So also should it be found necessary hereafter to raise for the service of the State of Serohi a corps, to be officered and disciplined by Europeans the Rao engages to adopt that measure to the extent of his means on the recommendation of the British Government: a liberal regard being had to the amount paid by him as tribute. The militia actually entertained by the Rao will be at all times ready to act in subordinate co-operation with the Officers of the British Government.

*Done at Serohi, this 11th day of September, Anno Domini one thousand eight hundred and twenty-three.*

Seal of Rao  
Sheo Singh.

Company's  
Seal.

(Sd.) AMHERST.

Ratified by the Right Honourable the Governor General in Council, at Fort William, this 31st day of October, A. D. 1823.

(Sd.) GEO. SWINTON,

*Secretary to Government.*

#### No. LXXXII.

#### ENGAGEMENT of the RAO of SEROHI for the repayment of a loan.

The Right Honourable the Governor-General in Council having been pleased to authorize a loan not exceeding fifty thousand Sonat Rupees for three years without interest to Maha Rao Sheo Sing, Regent of Serohi, for the specific purpose of entertaining and keeping up a small corps of Irregulars, to be employed for the police and revenue duties of the State under the advice and superintendence of the British Agent; Maha Rao Sheo Sing engages, after the expiration of three years from the date of the first payment to the troops, to commence the liquidation of such sums as he may have borrowed by mortgaging three-fourths of the customs duties.

Any difference in exchange or loss in raising the money to be borne by the Rao, it being clearly understood the repayment is to be made in a Rupee of equal value to the advance.

(True copy.)

(Sd.) R. Ross,

*1st Assistant Resident.*

### NO. LXXXIII.

TRANSLATION of an ENGAGEMENT entered into by RAE SING TACCOOR of NEEMBUDGE concluded at Serohi on Bysak Sood chut Sumbut 1880, corresponding with the 4th May, A.D. 1824.

On Bysak Sood Ekum Sumbut 1818, corresponding with the 29th April 1824, Rae SING Taccoor and Prim SING Taccoor of Neembudge having been reconciled, and having submitted themselves to Maha Rao Sea Sing of Serohi, hereby acknowledge his supremacy and subscribe to the following seven Articles of agreement which are to endure from generation to generation and to which no objections shall ever be made.

#### ARTICLE 1.

From produce of every description, whether of land, transit, or town duties from the village and puttah of Neembudge, six annas in the Rupee, or three-eighths, shall be paid to the Sree Durbar of Serohi. Fines and exactions of every description from the ryots to be discontinued.

#### ARTICLE 2.

Koonwur Oody Sing, the son of the Taccoor of Neembudge, wishes to obtain the rents of the villages of Girwur, Pornera, and Moongthullah, the jaghire of the late Taccoor Lakh Jee; at present that State is under Pahlampooor protection, should it be restored to Serohi, this point will be decided by the Maha Rao agreeably to the rules of strict justice.

#### ARTICLE 3.

In Neembudge and its dependencies all affairs of revenue, justice, etc., shall be conducted in concert with the kamdars of Serohi; no injustice or oppression will be allowed.

#### ARTICLE 4.

Whenever the sirdars and the troops of Serohi assemble for any particular service the Taccoor of Neembudge in person and his troops shall also attend without making any excuse.

**ARTICLE 5.**

The Taccor of Neembudge will not maintain or form connexions with any other State; he will not join in any disturbances which may take place in the Jodhpore-Pahlanpoor Territories amongst his brethren or the Kolies. If disputes should occur with any one he will acquaint the Durbar of Serohi and submit to the orders which he may receive.

**ARTICLE 6.**

The Taccor of Neembudge to ensure tranquillity to his ryots will adopt every measure in his power to keep his Bheels, Kolies, and Meenahs in order. Whatever theft or robbery may take place on his estate he shall certainly make good.

**ARTICLE 7.**

The Durbar of Serohi has, for the maintenance and support of the Koonwur, Taccoraries, and female relations of the Neembudge Taccor, exempted the under-mentioned eighteen wells from the payment of the sum chargeable on the other lands of his estate: no alteration in these shall ever take place.

*List of Wells.*

In the village of Dhowullee	...	...	...	2
Do. do. Jejiwara	...	...	...	2
Do. do. Onadrah	...	...	...	7
Do. do. Solundah	...	...	...	7
			<b>Total</b>	<b>18</b>

**NO. LXXXIV.**

**TRANSLATION of a KHUREETA from HIS HIGHNESS the RAO of SEROHI to LIEUTENANT-COLONEL SIR H. M. LAWRENCE, K.C.B., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, dated the 26th January 1854.**

**AFTER COMPLIMENTS.**—The Serohi State is just now in debt, it is therefore my particular wish that the British Government should, for seven or eight years, direct its management, so as to bring the annual expenditure within the receipts, that the debts may be liquidated and the country brought into a thriving condition; should the object desired not be obtained in the above-named seven or eight years, the period to be extended. This State has been saved by the British Government. I therefore trust to its kindness to adopt further measures for its improvement. Syud Niamut Ali (Vakeel) has been directed to accompany you as far as Neemuch; he is well acquainted with the affairs of Serohi, both past and present, and can give information on all questions concerning it, &c., &c.

TRANSLATION of a KHUREETA from HIS HIGHNESS the RAO of SEROHI to LIEUTENANT-COLONEL SIR H. M. LAWRENCE, K.C.B., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, dated the 11th February 1854.

AFTER COMPLIMENTS.—I have received your letter of the 3rd February (instant) (being a reply to one from me), informing me that before my request can be complied with it is necessary that you should be informed whether I am prepared to give my ready assent to all such arrangements as the Political Superintendent may consider necessary and advisable, reduction of expenditure, &c., &c., my own station and respectability being duly observed; also whether I engage that no sort of impediment shall be offered to the Political Superintendent's entire management of affairs, and requiring an early answer to those propositions.

I fully understand your letter, and state in reply that my position being duly respected, I shall be extremely happy that the arrangements take place as proposed, and engage that there shall be no obstacles made to the Political Superintendent's arrangements during the period agreed on for his management.

Syud Niamut Ali, who is with you, is fully competent to give any information you may require on the above subject; I consider him a well-wisher.

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### No. LXXXV.

#### Conditions relating to the Sanitarium at Mount Aboo, 1845.

##### ARTICLE 1.

That the site chosen for the Sanitarium be, if possible, within the lands attached to the Nukkee Talao (the lake).

##### ARTICLE 2.

That the soldiers be prevented from going into the villages or in any way molesting the inhabitants, and more particularly from dishonouring or insulting the women.

##### ARTICLE 3.

That killing of cows or bullocks, pea-fowl or pigeons, and the bringing of beef up the hill be strictly prohibited.

##### ARTICLE 4.

That the temples, shrines, &c., and their precincts be kept free from intrusion.

##### ARTICLE 5.

That the priests and fakeers remain unmolested.

## ARTICLE 6.

That no trees on the top of Mount Aboo be cut down or injured without permission from the Rao or from the kamdar obtained through the Political Superintendent.

## ARTICLE 7.

That the soldiers be forbidden to fish near the residence of the priests at the south-east corner of the lake.

## ARTICLE 8.

That proper precautions be taken to prevent the soldiers being robbed, as the Rao could not consider himself responsible in such cases.

## ARTICLE 9.

That measures be taken to prevent injury to the cultivation, crops, and other property. That the soldiers be forbidden to gather or destroy mangoes, jamuns, nectarines, honey, &c., the same being private property (except the carounda, which abounds, and to which they are welcome).

## ARTICLE 10.

That no roads or footpaths be stopped up.

## ARTICLE 11.

That the Rao be not called upon to assist the bazaar, but that all arrangements for the collections of supplies be made independently of his assistance.

## ARTICLE 12.

That individuals, either European or Native, do not travel alone in the Serohi Territory without a guide as a defence against robbery; and that all guides, coolies, and labourers be paid according to the rates obtained in Serohi, and which were settled by Colonel Sutherland.

## ARTICLE 13.

All labourers and coolies on Aboo to be paid agreeably to the rates there obtaining, and which were settled by Colonel Sutherland.

## ARTICLE 14.

That the Anadra and Dumanee Ghats be the ones used by the soldiers.

## ARTICLE 15.

If circumstances should arise to render further conditions or arrangements necessary that they should be made in communication with the Rao

through the Political Superintendent. To prevent misapprehension I have given the above points in detail, though it will be perceived that they resolve themselves almost into the ordinary observances of troops on a march.

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No. LXXXVI.

TRANSLATION of a KHUREETA from the RAO of SEROHI to the  
OFFICIATING POLITICAL SUPERINTENDENT—dated Sawun  
Sood Barus, Sumbut 1923, or 23rd August 1866.

I have duly received your khureeta dated 6th July 1866, in which you state that many more European gentlemen and men now reside on Aboo than used to be the case; that the native foreign population has greatly increased; and that owing to these circumstances the arrangements made by the late Rao are insufficient, and it is necessary that the powers of the Political Superintendent should be confirmed in the usual manner, &c., &c.

I quite agree in this, and I therefore concur that Act XLV of 1860, Act XXV of 1861, and Act VIII of 1859, and any Municipal Acts for conservancy and road-making be extended to Aboo and published in the Gazette.

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TRANSLATION of a KHUREETA from the RAO of SEROHI to the  
OFFICIATING POLITICAL SUPERINTENDENT—dated the  
22nd September 1866.

I have duly received your khureeta dated 27th August. I have already addressed you in my khureeta dated 23rd August, in which I have consented to the extension of Act XLV of 1860, Act XXV of 1861, Act VIII of 1859, and any Municipal Acts to Aboo and Anadra, and I now write to say that I likewise agree to all amendments or modifications which may be made in these Acts applying to Aboo and Anadra.

And further that Act VI of 1864, Act X of 1862, and Act XIV of 1859 be extended to these places, any revenue derived from stamps being expended on the Aboo roads and bazars.

The Supreme Government may also fix the powers of the Political Superintendent in civil and criminal matters. Any cases beyond those powers

to be heard by the Agent, Governor-General, in whose Court also appeals from the Political Superintendent should be heard. I make, however, these provisos : *1st*, that any civil or criminal cases between Serohi subjects, either at Aboo or Anadra, be settled, as heretofore, by the Serohi Local Courts in accordance with our customs ; *2nd*, that our religion and customs be not affected ; *3rd*, that the above powers which I have made over to the Supreme Government may be withdrawn when I so wish it.

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### **No. LXXXVII.**

**TRANSLATION of a KHUREETA from HIS HIGHNESS the RAO of SEROHI to the address of the POLITICAL SUPERINTENDENT of that STATE—dated the 9th March 1867.**

I have received your khureeta of the 7th March requesting my permission to the introduction of Act XI of 1865 to Aboo and Anadra. I consent to the introduction of the said Act under the conditions detailed in my khureeta of the 22nd September last.

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### **No. LXXXVIII.**

**LETTER from the ASSISTANT SECRETARY to the GOVERNMENT of INDIA, FOREIGN DEPARTMENT, to the AGENT to the GOVERNOR GENERAL in RAJPUTANA, No. 960-I.P., dated Fort William, the 7th December 1880.**

With reference to the letter from this office, No. 3106-G., dated the 15th November 1878, I am directed to inform you that the Government of India are pleased to sanction the payment, as a special case, of rupees ten thousand (10,000) per annum to the Serohi Durbar as compensation for loss of transit duties on the completion of the railway between Ajmere and Ahmedabad.

2. This concession, I am to add, is granted on the condition that the Durbar abolishes all transit duties in the State, and also on the understanding that if at any future time the railway shall be found to have caused an increase of prosperity and revenue to the State the decision now communicated to you will be reconsidered.

## No. LXXXIX.

**EXTRADITION TREATY** between the **BRITISH GOVERNMENT** and **HIS HIGHNESS OMEID SINGH, RAO of SEROHI**, his children, heirs and successors, executed on the one part by **LIEUTENANT WILLIAM JAMES WEMYSS MUIR, POLITICAL SUPERINTENDENT of SEROHI**, under authority from **COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR GENERAL for the STATES of RAJPOOTANA**, in virtue of full powers to that effect vested in him by **HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR GENERAL of INDIA**, and on his own part by the **RAO OMEID SINGH—1867.**

**ARTICLE 1.**

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Serohi State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 2.**

That any person, being a subject of Serohi, committing a heinous offence within the limits of the Serohi State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 3.**

That any person other than a Serohi subject, committing a heinous offence within the limits of the Serohi State, and seeking asylum in British territory, will be apprehended, and the case investigated by such court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Superintendent, in whom the Political supervision of Serohi may be vested.

**ARTICLE 4.**

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge, if the offence had been there committed.



## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Murder.</li> <li>2. Attempt to murder.</li> <li>3. Culpable homicide under aggravating circumstances.</li> <li>4. Thuggee.</li> <li>5. Poisoning.</li> <li>6. Rape.</li> <li>7. Causing grievous hurt.</li> <li>8. Child-stealing.</li> <li>9. Selling females.</li> </ol> | <ol style="list-style-type: none"> <li>10. Dacoitee.</li> <li>11. Robbery.</li> <li>12. Burglary.</li> <li>13. Cattle-theft.</li> <li>14. Arson.</li> <li>15. Forgery.</li> <li>16. Counterfeiting coin or uttering base coin.</li> <li>17. Criminal breach of trust.</li> <li>18. Criminal misappropriation of property.</li> </ol> |
|--|--|
19. Abetting the above offences.

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any treaty now existing between the high contracting parties, except so far as any treaty may be repugnant thereto.

Done at Serohi, this ninth day of October, in the year of Our Lord 1867, corresponding with the eleventh day of the light portion of the month Asoj, Sumbut 1924.

(Sd.) W. MUIR,

*Poltl. Supdt. of Serohi.*

*Seal of the Rao of Serohi.*

(Sd.) JOHN LAWRENCE,

*Viceroy and Govr.-Genl. of India.*

This treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla, on the 31st October 1867.

(Sd.) W. MUIR,

*Foreign Secy., India.*

## No. XC.

AGREEMENT SUPPLEMENTARY to the TREATY of 1867 regarding  
EXTRADITION—1887.

Whereas a treaty relating to the extradition of offenders was concluded on the 31st October 1867 between the British Government and the Serohi State : And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Serohi State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India : It is hereby agreed between the British Government and the Serohi State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Serohi State ; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

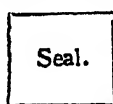
Done at Jodhpore, this third day of September in the year A. D. one thousand eight hundred and eighty-seven.

(Sd.) PERCY W. POWLETT, Col.,



(Vernacular.)

Signature of Serohi Vakil



*Resident, Western  
Rajputana, States.*

(Sd.) DUFFERIN,

*Viceroy and Govr.-Genl. of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A. D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,

*Secy. to the Govt. of India, Foreign Department.*

## No. XCI.

**SIROHEE SALT AGREEMENT**, dated the 21st January 1879.  
Ratified the 14th April 1879.

## ARTICLE I.

His Highness the Rao of Sirohee agrees to prevent absolutely the making of salt within the limits of the Sirohee State,

## ARTICLE 2.

His Highness the Rao agrees to prevent the import into, and export from, the Sirohee State of any salt whatever other than salt upon which duty has been levied by the British Government.

## ARTICLE 3.

No transit duty shall be levied within the Sirohee State upon salt upon which duty has been levied by the British Government.

## ARTICLE 4.

In consideration of the faithful and effective observance of these conditions the British Government agree to pay to His Highness the Rao of Sirohee annually the following sums :—

For reasonable charges to be incurred in preventing the making of salt, and the illicit import or export of salt, Rs. 900 (nine hundred).

For compensation for the exemption from transit duties stipulated under Article 3, Rs. 900 (nine hundred).

Furthermore, the British Government agree to permit His Highness the Rao to purchase annually from the salt-works at Pachbadra and from the Luni Tract, for the consumption of the people of his State, thirteen thousand (13,000) British Indian maunds of salt. The British duty on the salt thus purchased shall be levied at half the full rate of duty at the time leviable at the works from which the salt is supplied. The British Government will endeavour to deliver this salt from Pachbadra and the Luni Tract, so long as salt is made at those two places, in such proportion as His Highness the Rao may require. This salt shall be forthwith removed into the Sirohee State and shall not be re-exported therefrom.

## ARTICLE 5.

If any considerable stocks of salt be proved to exist within the Sirohee State when this Agreement comes into force the Rao will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuations as may be fixed by His Highness the Rao in concurrence with the Political Agent, or of paying the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor General in Council may fix. In the event of the owner aforesaid accepting the latter alternative, they shall be allowed to retain the salt on which the duty so provided may be paid, but not otherwise.

## ARTICLE 6.

In the event of its being proved by experience that the arrangements made in accordance with this Agreement by His Highness the Rao of Sirohee

for the safety of the British salt revenue are practically insufficient, or in the event of its being proved to the full satisfaction of the British Government that the quantity of salt provided for the consumption and use of the people of Sirohee in Article 4 is materially insufficient, this Agreement will be open to revision.

ARTICLE 7.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

No. XCII.

SUPPLEMENTARY ARTICLE to the AGREEMENT for the SECURITY of the SALT REVENUE of BRITISH INDIA executed between the BRITISH GOVERNMENT and the SÉROHI STATE on the 21st January 1879—1882.

Whereas it is laid down in Article 6 of the Salt Agreement executed between the British Government and the Serohi State on the 14th April 1879 that in the event of its being proved to the full satisfaction of the British Government that the quantity of salt provided for the consumption and use of the people of Serohi in accordance with Article 4 of the aforesaid Agreement is materially insufficient, the said Agreement will be open to revision; and whereas it has been found by experience and enquiry that the quantity of salt allowed, *vis.*, 13,000 maunds, is not sufficient for the consumption of the inhabitants of the Serohi State; it is hereby provided that the Darbar may purchase, in future, 18,000 maunds of salt at the reduced rate of duty agreed upon by Article 4.

Seal.

(Sd.) KAISREI SINGH,

*Rao of Serohi.*

Seal.

(Sd.) P. W. POWLETT, *Lt.-Col.*,

*Resident, Western Rajputana States.*

Seal.

(Sd.) RIPON,

*Viceroy and Governor-General of India.*

This supplementary Article was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twenty-sixth day of September A. D. one thousand eight hundred and eighty-two.

(Sd.) C. GRANT,

*Secretary to the Govt. of India, Foreign Dept.*

## No. XCIII.

LETTER from the OFFICIATING UNDER-SECRETARY to the GOVERNMENT of INDIA, FOREIGN DEPARTMENT, to the AGENT to the GOVERNOR-GENERAL IN RAJPUTANA, No. 693-I., dated Fort William, the 23rd February 1884.

I am directed to acknowledge the receipt of your letter No. 3670-G. of the 3rd October 1883, on the subject of a proposed modification of the terms of the agreement with the Rao of Serohi in regard to salt arrangements.

2. In reply I am to say that the Government of India are pleased to sanction the modification proposed by you, whereby His Highness the Rao shall, in lieu of being permitted to purchase 18,000 maunds of salt annually for the use of his State at half-duty rates, receive an annual payment of Rs. 9,000 from the Government of India, on the distinct understanding that His Highness will free the salt trade in the Serohi State from all imposts of every description, and will notify the removal of imposts so as to ensure the merchants fully understanding it.

3. I am to enquire on what date or dates you would propose that the annual money payment should be made.

4. Referring to the 9th paragraph of your letter under reply, I am to say that a record of the change now made, and of its acceptance by His Highness the Rao of Serohi by a Kharita addressed to you, will be sufficient, without any formal modification of the treaty.

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## IV—HARAOTI AND TONK AGENCY.\*

## (I.)—BUNDI.

The ruling family of Bundi belong to the Hara tribe of Rajputs. The first Chief with whom the British Government had any intercourse was Umeda (or Umed Singh), who gave most efficient assistance to Colonel Monson's army in its retreat before Holkar in 1804, and brought down on himself the vengeance of Holkar; he died in 1804 after a rule of upwards of fifty years, and was succeeded by his infant son, Bishan Singh. During the Maratha supremacy this State suffered much at the hands of Sindhia and Holkar, who virtually assumed the management of its revenues.

The territory of Bundi was so situated as to be of great importance during the war in 1817 in cutting off the flight of the Pindaris. Maharao Raja Bishan Singh early accepted the British alliance, and a Treaty (No. XCIV) was concluded with him on the 10th February 1818. Although his forces were inconsiderable he co-operated heartily with the British Government. It was this connection with the British Government that raised Bundi from the lamentable condition to which it had been reduced by the Marathas. By the Treaty of 1818 the tribute paid to Holkar and the lands in Bundi held by Holkar were relinquished to the Maharao Raja, who engaged to pay to the British Government the share of tribute he had hitherto paid to Sindhia. The tribute was fixed at Rs. 80,000, of which half was on account of two-thirds of the pargana of Patan held by Sindhia; the remaining one-third of the pargana which had been held by Holkar was restored to Bundi under Article 4 of the Treaty. It had been the intention of Government to restore to Bundi the territories usurped by Sindhia as well as by Holkar, and under the belief that the two-thirds of Patan had been so usurped these districts were entered in the schedule of the Treaty. It was not known at the time that the whole pargana of Patan had been ceded to the Peshwa during the ministry of Nana Farnavis for assistance rendered in expelling an usurper from Bundi, and that the Peshwa had conferred two-thirds of it on Sindhia and the rest on Holkar. The real state of the case, however, was afterwards discovered, and the tribute of Rs. 40,000 on account of the two-thirds of Patan was never exacted from Bundi. As compensation to Holkar for the share of Patan of which he was deprived an annual payment of Rs. 30,000 is made to him by the British Government. In 1844 Sindhia transferred to the British Government the two-thirds of Patan as part of the territories ceded in trust for the support of

\* The Agency is controlled by the Political Agent in Haraoti and Tonk, with headquarters at Deoli.

the contingent; the Chief of Bundi thereupon revived the question of its cession to him. Sindhia was unwilling to give up the suzerainty, but in 1847 an Agreement (No. XCV) was effected with the consent of the Gwalior Darbar, by which the district was made over in perpetuity to Bundi on payment of Rs. 80,000 a year to be credited to the Gwalior Darbar. Under the Treaty of 1860 with Sindhia the sovereignty of the two-thirds of Patan was transferred to the British Government, so that Bundi now holds the district as a perpetual fief from the British Government, subject to a payment of Rs. 80,000 in addition to the tribute of Rs. 40,000 payable under the Treaty of 1818 as the "chauth of Bundi and other places." The whole sum of Rs. 1,20,000 is now realised at the same time.

Bishan Singh died on 14th July 1821, and was succeeded by his son, Ram Singh, who was then about eleven years of age. During the long minority which ensued the British Government had on more than one occasion to interfere in the internal administration of the State. Maharao Raja Ram Singh's attitude towards the British Government during the mutinies of 1857 was one of apathy and lukewarmness, which, in the case of the rising of the Raj troops at Kotah, amounted almost to an open support of the rebels' cause. This was due in some measure to the fact that the Chief was not on good terms with the Maharao of Kotah.

In 1862 the Chief was guaranteed the right of adoption (see No. V).

In 1869 an extradition Treaty (No. XCVI) providing for the mutual surrender of persons charged with certain specified offences was concluded with the Bundi State. But this was modified by the Agreement (No. XCVII) of 1888, by which it was arranged that in cases of the extradition of offenders from British India to Bundi the procedure for the time being in force in British India should be followed.

The Chief was created a Knight Grand Commander of the Star of India and a Councillor of the Empress of India on the 1st January 1877, and a Companion of the Indian Empire in 1878.

In 1882 an Agreement (No. XCVIII) was made for the suppression of the manufacture of salt in the State; the prevention of the import and export of any salt excepting that on which duty has been levied by the British Government; and the abolition of all and any kind of duties thereon. In return the British Government undertook to pay the Maharao Raja Rs. 8,000 annually.

Maharao Raja Ram Singh died on the 28th March 1889, and was succeeded by his eldest son, Maharaj Kunwar Raghubir Singh, who was born on the 27th September 1869. Maharao Raja Raghubir Singh was invested with full governing powers on the 9th January 1890, and was created a Knight Commander of the Indian Empire in 1894, a Knight Commander of the Star of India in 1897, and a Knight Grand Commander of the Indian Empire in 1901. His only son died at the age of nine years in March 1899. His brother, Maharaj Raghu Raj Singh, who died in December 1905, has left a son, born in 1893.

In 1905 the Chief agreed to cede lands for railway purposes for the construction and working of the Nagda-Muttra Railway passing through his territories.

The area of Bundi is about 2,220 square miles; the population, according to the census of 1901, is 171,227, including 2,787 Bhils; and the annual revenue averages nearly Rs. 7,00,000. The military force of the State, excluding Jagirdars and irregular troops which amount to about 400, consists (1905) of 100 cavalry, 200 infantry, 50 artillery men, 48 serviceable and 19 unserviceable guns and 636 armed police. Bundi pays no contribution to any local corps or contingent.

The Chief receives a salute of 17 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

## (II.)—TONK.

The present Nawab is the great-grandson of the famous predatory leader Amir Khan, the companion in arms of Jaswant Rao Holkar, who played a most conspicuous part in all the distractions which preceded the British settlement of Malwa. Amir Khan was by connection, habit, and disposition essentially a Pindari. On the entrance of the British into Malwa he made overtures to be admitted to protection, but the conditions he proposed were too extravagant to be acceded to. He was, however, offered a guarantee of all the lands he held under grants from Holkar and the protection of the British Government, on condition of his abandoning the predatory system, dismissing his army, surrendering his artillery, with the exception of forty guns, to the British at a valuation, and furnishing a body of troops to co-operate with the British force. It was deemed both just and expedient that the price of reclaiming Amir Khan from his predatory habits of life should be paid by the Holkar State, whose weak



and dishonest course of policy had raised him to his actual power. The request of Amir Khan to be confirmed in lands similarly obtained from different Rajput States under every circumstance of violence and extortion was positively rejected. To the terms offered him, Amir Khan agreed, and they were embodied in a Treaty (No. XCIX) in November 1817. To the territories thus guaranteed the fort and district of Rampura were added by the British Government as a free gift; and a loan of three lakhs of rupees, afterwards converted into a gift, was made to him. The district of Palwal was also conferred on his son in jagir for life. In lieu of the revenue of this district, which it was found inconvenient to make over to the management of the Nawab's son, a monthly stipend of Rs. 12,500 was assigned.

Amir Khan died in 1834, and was succeeded by his son, Wazir Muhammad Khan. Wazir Muhammad Khan did good service during the mutinies; and in May 1862 he received a Sanad (No. C) guaranteeing the succession to his family according to Muhammadan law in the event of the failure of natural heirs. Wazir Muhammad Khan died in 1864, and was succeeded by his son, Muhammad Ali Khan.

In 1866 the Nawab agreed to cede lands for railway purposes, but no formal engagement was concluded.

Muhammad Ali Khan was deposed in November 1867 by the British Government, by a Proclamation (No. CI), as a punishment for his complicity in the attack on the uncle and followers of his tributary, the Thakur of Lawa.\* As a further mark of displeasure the salute of the Ruler of Tonk was reduced from seventeen to eleven guns, while the number of mercenary troops maintained by the State was reduced, and it was prohibited from raising any such levies in future. Nawab Muhammad Ali Khan was placed under surveillance at Benares, and an annual allowance of Rs. 60,000 was assigned for his support out of the revenues of the Tonk State. Hakim Sarwar Shah, a Tonk official who had taken an active part in the murder, was sent as a State prisoner to Chunar. The arrangement made respecting the Bhum rights held by the Lawa Chief within the Tonk territory is described in the account of *Lawa* (Jaipur Agency).

Muhammad Ibrahim Ali Khan, the ex-Nawab's son, who was born on the 8th November 1849, was placed on the masnad in 1867, and the State was administered by Ibadulla Khan, eldest surviving son of Nawab Amir

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\* See *Lawa supra*, Jaipur Agency.

Khan, assisted by a Council of Regency and controlled by the authority of a British officer specially deputed to Tonk.

In 1869 an extradition Treaty (No. CII) was concluded with the Tonk State for the mutual surrender of criminals, but this Treaty was modified by an Agreement (No. CIII) settled in 1887, which provided that in cases of the extradition of offenders from British India to Tonk the procedure for the time being in force in British India should be followed.

Nawab Muhammad Ibrahim Ali Khan was entrusted with the management of his State in 1870, subject during the first year to the presence of a British officer. The original salute of seventeen guns was re-granted to him for life only on the occasion of the Delhi Darbar held on the 1st January 1877; but it was permanently restored to the State in 1878.

In 1882 an Agreement (No. CIV) was entered into with the Tonk State for the suppression of the manufacture of salt; the prevention of the import or export or consumption of any salt except that on which British duty had been levied; and for the abolition of all dues thereon. In return for this the British Government agreed to pay the Nawab Rs. 20,000 annually.

Nawab Muhammad Ibrahim Ali Khan attended His Royal Highness the Prince of Wales' Darbar at Agra in 1876. He was present at the Imperial Assemblage at Delhi on the 1st January 1877, and at the Coronation Darbar at Delhi in 1903; and was made a Knight Grand Commander of the Indian Empire in October 1890. His uncle, Obaidulla Khan, who was appointed Wazir when the Nawab assumed the administration, died in 1900. In 1897 he had been attached as an honorary Political Officer to the Chief Political Officer in the Mohmand expedition. The Nawab has eleven sons, the eldest of whom is Muhammad Abdul Hafiz Khan, born on the 28th January 1877.

In 1886 owing to the State being in debt to the extent of about Rs. 15,50,000 it became necessary to place its finances under the control of the Political Agent.

In 1899 the Nawab entered into an Agreement (No. CV) with the Indian Midland Railway Company, Limited, which received the approval of the Government of India, for the working of the portion of the Guna-Baran Railway lying within the Tonk State.

In January 1900 extradition rules between the States of Tonk and Jaipur were introduced tentatively for one year with the sanction of the Government of India. They are now (1906) under revision.

The famine of 1899-1900 again seriously embarrassed the State, and in July 1903 it was found necessary once more to insist upon the close association of the Political Agent with the financial and revenue administration of the State.

In September 1904 the Darbar consented to surrender land free of charge for the construction and working of the Nagda-Muttra Railway. In March 1905 the negotiations for the sale to the Gwalior Darbar of that section of the Guna-Baran Railway which lies within the Tonk State were completed with the approval of the Government of India (No. CVI).

The area of Tonk is 2,553 square miles; the population, according to the census of 1901, is 273,201, including 2,477 Bhils; and the revenue about 12 lakhs of rupees. With a view to the better administration of their affairs four out of the six parganas of the State, *viz.*, Nimbahera, Sironj, Chabra, and Pirawa, are included in the Political Agencies of Mewar in Rajputana, and of Bhopal, Gwalior, and Malwa in Central India, respectively.

The State pays no tribute to the British Government, nor are any local corps or contingents maintained from its resources. The military force, including irregulars, consists (1905) of 243 artillery men, 443 cavalry, 1,046 infantry, 74 serviceable and 8 unserviceable guns, and 883 armed police.

The Chief is entitled to a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

### (III.)—SHAHPURA (CHIEFSHIP).

The Raja Dhiraj of Shahpura belongs to the Sisodiya Rajput clan, and is immediately descended from a former Rana of Udaipur. The founder of the House of Shahpura was Suraj Mal, a younger son of the Rana, from whom the late Chief, Raja Lachhman Singh, was tenth in direct lineal descent. Suraj Mal received as his portion the pargana of Kharar in Mewar, and his son also acquired from the Emperor Shah Jahan, in reward for his gallant services, a grant out of the Crown lands of Ajmer of the pargana of Phulia, upon condition of furnishing certain horse and footmen for service. He abandoned the town of Phulia, and founded the present town of Shahpura.

The Chief thus holds Kharar, the Kachola pargana of Mewar under the Maharana of Udaipur, and Shahpura, as part of Ajmer, under the British Government.

In 1848 the Chief, Jagat Singh, received a Sanad (No. CVII) from Government, fixing the amount of his tribute at Rs. 10,000 per annum.

but with the proviso that, if the customs duties levied in Ajmer were abolished, he should also cease to collect such duties, and, in consideration of such loss of revenue, the tribute payable by him should be reduced to Rs. 2,000. Under the terms of his Sanad he is permitted to exercise civil and criminal jurisdiction in the Phulia pargana independently of the Ajmer Courts, but is required to report all cases of heinous crime, involving the punishment of death or imprisonment for life, to the Political Agent, Haraoti and Tonk, and to adjudicate upon them with his advice and concurrence.

In March 1862 the Chief received a Sanad (*see* No. V) guaranteeing to him the right of adoption.

In 1869, on the redistribution of the Rajputana Agency, Shahpura was transferred from the control of the Commissioner of Ajmer to the charge of the Political Agent, Haraoti and Tonk.

Raja Lachhman Singh died in November 1869, having, it was alleged, adopted on his death-bed the son of the Thakur of Bishnia, a distant branch of the Shahpura family. The balance of evidence went to show that no adoption was really made by the deceased Chief, but that the ceremony was performed after his death by the Minister Fauj Mal. In these circumstances it was necessary that the recognition of a successor to the deceased Chief should be based on the usual principle of selection from among the nearest of kin and those best qualified for the administration of the State. The wishes of the Thakurs and the interests of the State pointed to Nahar Singh of Danop, a minor, and he was accordingly recognised as Chief of Shahpura by the British Government. The claims of a posthumous son of Kishan Singh of Kheri were disregarded on the ground of his father's prior adoption into a more distant branch of the family.

Pretensions were advanced by the Maharana of Udaipur to a right of interference in this succession on the ground of Shahpura being a feudatory of Mewar ; but the Maharana was informed that his arguments were untenable, as the pargana of Shahpura was originally a grant from the Emperors of Delhi, and was now held directly by grant from the British Government ; the fact that the Chief also held estates in Mewar gave the Udaipur State no voice in the succession. The British Government does not interfere in regard to well-known and defined relations between Udaipur and Shahpura in so far as concerns that portion held by the Raja from the Maharana of Udaipur ; but the demands made on the Raja by the Udaipur State must be limited to what is legitimate and fair having reference to the revenues of

the Mewar portion only. In 1903 the question of the feudal service due from the Chief to the Maharana of Mewar on account of this portion was at last settled by the Government of India. In future the Maharana will invite the attendance of the Raja Dhiraj at Udaipur in each alternate year for a period of about one month, at the end of which the Chief will, as a matter of course, be released, and he will be relieved of attendance altogether in the intervening years. The Raja Dhiraj, on the occasions when he is personally excused, will send one of his family or a high Sardar to represent him.

The fief held by the Raja under Mewar consists of 74 villages with a population of about 16,000, and a revenue of Rs. 35,000; a tribute of Rs. 3,000 is paid to the Mewar Darbar.

In 1882 an Agreement (No. CVIII) was entered into with the Chief for the suppression of the manufacture of Khari salt; the prevention of the import or export of any salt other than that which had paid British duty; and for the removal of all duties thereon. In return for this the British Government agreed to pay the Chief Rs. 5,000 a year.

Raja Nahar Singh, who was born on the 7th November 1855, was entrusted with the management of his State in 1875. He was created a Knight Commander of the Indian Empire in January 1903. He attended the Darbar of His Royal Highness the Prince of Wales at Agra in 1876, and the Delhi Darbars of 1877 and 1903. His eldest son is Umed Singh, born 7th March 1876.

The area of Shahpura is 405 square miles; the population, according to the census of 1901, amounts to 42,676, including 1,360 Bhils; and the revenue to about Rs. 3,00,000. The military force consists (1905) of 27 cavalry, 60 infantry, and 10 serviceable and 16 unserviceable guns.

The Chief is not entitled to any salute.

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## No. XCIV.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and the MAHA RAO RAJAH BISHUN SING BAHADUR, RAJAH OF BOONDEE, concluded by CAPTAIN JAMES TOD, on the part of the HONOURABLE COMPANY, in virtue of full powers from HIS EXCELLENCY THE MOST NOBLE THE MARQUIS OF HASTINGS, K.G., GOVERNOR-GENERAL, ETC., ETC., and by BOHORA TOLARAM, on the part of the RAJAH, in virtue of full powers from the said RAJAH—1818.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the British Government on the one hand, and the Rajah of Boondee and his heirs and successors on the other.

## ARTICLE 2.

The British Government takes under its protection the dominions of the Rajah of Boondee.

## ARTICLE 3.

The Rajah of Boondee acknowledges the supremacy of, and will co-operate with, the British Government for ever. He will not commit aggressions on any one. He will not enter into negotiations with any one without the consent of the British Government. If by chance any dispute arise with any one it shall be submitted to the arbitration and award of the British Government. The Rajah is absolute ruler of his dominions, and the British jurisdiction shall not be introduced therein.

## ARTICLE 4.

The British Government spontaneously remits to the Rajah and descendants the tribute which the Rajah used to pay to Maharajah Holkar, and which has been ceded by the Maharajah Holkar to the British Government. The British Government also relinquishes in favour of the State of Boondee the lands heretofore held by Maharajah Holkar within the limits of that State according to the annexed Schedule No. 1.

## ARTICLE 5.

The Rajah of Boondee hereby engages to pay to the British Government the tribute and revenue heretofore paid to the Maharajah Sindia according to the Schedule No. 2.

## ARTICLE 6.

The Rajah of Boondée shall furnish troops at the requisition of the British Government according to his means.

## ARTICLE 7.

The present Treaty of seven Articles having been settled at Boondée, and signed and sealed by Captain James Tod and Bohora Tolaram, the ratification of the same by His Excellency the Most Noble the Governor-General and Maha Rao Rajah of Boondée, shall be exchanged within one month from the present date.

*Done at Boondée, this 10th day of February, A. D. 1818, corresponding to the 4th of Rubbee-ool-Sanee 1433, and 5th day of Mang Soodee, of the Sumbut or era of Bikramajeet 1875.*

(Sd.) JAMES TOD.

L. S.

Signature of BOHORA TOLARAM.

Seal of the  
Rajah.

This Treaty was ratified by His Excellency the Governor-General in camp near Cawnpoor, this 1st day of March, one thousand eight hundred and eighteen.

Governor-  
General's  
Seal.

(Sd.) HASTINGS.

## No. 1.

*Schedule of lands relinquished by the British Government to Rao Rajah Bishun Sing Bahadoor, according to the 4th Article of the Treaty.*

Pergunnah Bahmungong.

Pergunnah Lakhairio.

Pergunnah Deh.

Half of Pergunnah Kurwur.

Half of Pergunnah Burroondun.

Half of Pergunnah Patun.

Chouth of Boondée, etc.

## No. 2.

*Schedule of amount of Nett Revenue and Tribute from lands held by Maharajah Sindia, to be paid henceforth to the British Government, according to the 5th Article of the Treaty of Boondee.*

Total Delhi Sicca Rupees ...	...	...	80,000
Two-third shares of Pergunnah Patun...	...	40,000	
Pergunnah Oreela.			
Pergunnah Samendee.			
Half of Pergunnah Kurwur.			
One-third of Pergunnah Burroondun.			
Chouth of Boondee and other places...	...	40,000	
Total Rupees	...	80,000	

(Sd.) JAMES TOD.

L. S.

BOHORA TOLARAM.

Seal of the  
Rajah.

## No. XCV.

AGREEMENT of the BOONDEE RAJ regarding the transfer of the Kishorae Patun District to its management—1847.

The Maha Rao Rajah of Boondee having made application through the British authorities to be vested in Istumrar or perpetuity with the sole management of the two-third shares of the villages comprising the district of Kishorae Patun ceded by the Gwalior Durbar to the British Government by Treaty of 13th January 1844, in part payment for the expenses of the contingent, and now under the management of the Superintendent of Jawud Neemuch, and the Gwalior Durbar having given its assent to this transfer in Istumrar, *alias* perpetuity under certain specified conditions the following agreement has been entered into :—

## ARTICLE 1.

The Maha Rao Rajah of Boondee for himself and his heirs hereby agrees to pay into the treasury of the Superintendent of Jawud Neemuch the sum of Company's Rupees (80,000) eighty thousand by two equal instalments



Company's Rupees (40,000) forty thousand each, *vis.*, during the months of January and of July of each year for the two-third shares of Kishorae Patun now assigned to the British Government by the Gwalior Durbar, the other third share of which is in the possession of the Boondee Raj. All risk or profit of season, or other accidental cause of profit or loss, to be borne by the Boondee Raj.

#### ARTICLE 2.

The Maha Rao Rajah of Boondee agrees for himself and heirs to pay the sum of Kotah Halee Rupees (3,430-7-9) three thousand four hundred and thirty Rupees seven annas and nine pie on account of stipends paid in cash to pensioners, as specified in the list which has been furnished to him.

#### ARTICLE 3.

The extent of rent-free lands in the two-third shares of the district, amounting to (7,503) seven thousand five hundred and three beegahs and fifteen biswas, the Maha Rao Rajah of Boondee agrees for himself and heirs to continue to the holders as specified in the list which has been furnished to him, and also to respect such immunities and remissions as have been given by the Superintendent of Jawud to Zemindars who have sunk new wells or baolees agreeably with the terms stated in their respective puttahs.

#### ARTICLE 4.

All the rights of sovereignty which the British Government has engaged to continue to the Gwalior Durbar by the 12th Article of their Treaty of the 13th January 1844, the Maha Rao Rajah of Boondee agrees for himself and his heirs to respect and continue in the Patun District.

#### ARTICLE 5.

The transfer of the two-third shares of Kishorae Patun District having been made in compliance with his own application the Maha Rao Rajah of Boondee agrees for himself and heirs in the event of failing to pay the stipulated instalments with punctuality, or, in the event of non-performance of any of the conditions above referred to, to resign the management of them together with the management of the other, *vis.*, his own third share of the district, to the British Government, from which any arrears that may be due are in the first instance to be taken; and after their liquidation credit to be given to him for the yearly collections of revenue that may be made from the said third share. But neither the Gwalior Durbar nor the British Government will ever otherwise require the restoration of the Keshorae Patun District from the Boondee Raj.

#### ARTICLE 6.

No interference of any kind to be offered to the management of the two-third shares of the Kishorae Patun District by the Boondee authorities, so long as the above conditions are faithfully adhered to.

The agreement of six Articles has been prepared for and is signed by the Maha Rao Rajah Ram Singh Bahadoor, Raees of Boondee, on the 7th of Aghur

Bud, Sumbut 1904, corresponding with the 20th of Zil Hij 1263 Hijree, and the 29th of November 1847.

Seal of the MAHA RAO RAJAH RAM SINGH BAHADOOR,

*Raees of Boondee.*

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No. XCVI.

**EXTRADITION TREATY** between the **BRITISH GOVERNMENT** and **HIS HIGHNESS RAM SINGH BAHADOOR, MAHARAO RAJA** of **BOONDEE**, his heirs and successors, executed on the one part by **CAPTAIN ARTHUR NEIL BRUCE, POLITICAL AGENT, HAROWTEE**, under authority from **COLONEL WILLIAM FREDERICK EDEN, GOVERNOR-GENERAL'S AGENT** for the **STATES of RAJPOOTANA**, in virtue of the full powers vested in him by **HIS EXCELLENCY the RIGHT HONOURABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA**, and on the other part by **BOHORA IMRUT LALL**, in virtue of the full powers conferred on him by **MAHARAO RAJA RAM SINGH BAHADOOR** aforesaid—1869..

**ARTICLE 1.**

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Boondee State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 2.**

That any person, being a subject of Boondee, committing a heinous offence within the limits of the Boondee State and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 3.**

That any person, other than a Boondee subject, committing a heinous offence within the limits of the Boondee State and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct.

As a general rule such cases will be tried by the Court of the Political Officer, in whom the political supervision of Boondee may at the time be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed; and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |  |
|---|--|
| 1. Murder.  | 10. Dacoitee.                                  |
| 2. Attempt to murder.                                 | 11. Robbery.                                   |
| 3. Culpable homicide under aggravating circumstances. | 12. Burglary.                                  |
| 4. Thuggee.   | 13. Cattle theft.                              |
| 5. Poisoning.   | 14. Arson.                                     |
| 6. Rape.  | 15. Forgery.                                   |
|   | 16. Counterfeiting coin or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                  |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.     |
| 9. Selling females.                                   | 19. Abetting the above offences.               |

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Boondee this first day of February 1869.

Signature of BOHORA IMRUT LALL	(Sd.)	A. N. BRUCE,
		<i>Political Agent.</i>
(Sd.)	MAYO.	

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the 6th day of August 1869.

(Sd.)	W. S. SETON-KARR,
	<i>Secy. to the Govt. of India, Foreign Dept.</i>

## No. XCVII.

AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding  
EXTRADITION—1888.

Whereas a Treaty relating to the extradition of offenders was concluded on the 6th August 1869, between the British Government and the Bundi State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Bundi State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Bundi State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Bundi State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Done at Bundi this first day of January one thousand eight hundred and eighty-eight A. D.

(Sd.) In Vernacular,  
i.e., MAHARAO RAJA RAM SINGH,  
G.C.S.I., C.I.E.,  
of Bundi.

(Sd.) JOHN BIDDULPH, *Lt.-Col.*,  
*Political Agent.*

(Sd.) DUFFERIN,  
*Viceroy and Govr.-Genl. of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A. D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secy. to the Govt. of India, Foreign Dept.*

## No. XCVIII.

## BOONDEE SALT AGREEMENT, dated the 18th January 1882.

RATIFIED THE 11TH FEBRUARY 1882.

## ARTICLE I.

His Highness the Maharao Raja of Boondee agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of

the Boondee State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made. Provided that nothing in this Article shall be held to prohibit the *bond fide* manufacture of saltpetre at the works mentioned in the Schedule attached now existing within the Boondee State, or the opening at any time with the previous knowledge of the Political Agent of such new saltpetre works as His Highness the Maharao Raja of Boondee may consider necessary.

#### ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or carried through, or sold in, the Boondee State.

#### ARTICLE 3.

His Highness the Maharao Raja of Boondee agrees to prohibit the importation into, or consumption within, the Boondee State of any salt whatever, other than salt upon which duty has been levied by the British Government.

#### ARTICLE 4.

In consideration of the effective observance by His Highness the Maharao Raja of Boondee of the stipulations in this Agreement, the British Government agree to pay to His Highness the Maharao Raja of Boondee in lieu of import, export, transit, sale, and every other charge on salt, and for the suppression of the Khari salt-works in the Boondee State the sum of eight thousand rupees annually.

#### ARTICLE 5.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

#### ARTICLE 6.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharao Raja of Boondee, except in so far as its provisions may be repugnant thereto.

#### ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

*List of Saltpetre Works existing in the Boondee State.*

Names of villages.	Number of Works.
Arnita . . . . .	1
Lesarda . . . . .	4
Soansa . . . . .	1
Naenwa . . . . .	1
Dablana . . . . .	1
Samedi . . . . .	1
Padra . . . . .	1
Kulanda . . . . .	1
Sain Sutte ka Khera . . . . .	1
Nimoda . . . . .	1
Dehi . . . . .	1
Bansi . . . . .	1
Nantara . . . . .	1
	—
TOTAL .	16
	—

Signature of PANDIT GANGA SHAI, (Sd.) W. J. W. MUIR, *Major,*  
*Minister of the Boondee State. Political Agent, Harrowtee and Tonk.*

## No. XCIX.

ENGAGEMENT between the HONOURABLE ENGLISH EAST INDIA COMPANY and NAWAB UMEER-OO-DOWLAH MOHUMMUD UMEER KHAN, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers from HIS EXCELLENCY the MOST NOBLE THE MARQUIS OF HASTINGS, K.G., GOVERNOR-GENERAL, and LALLA NURUNJUN LAL on the part of the Nawab, in virtue of full powers from the said Nawab—1817.

## ARTICLE I.

The British Government guarantees to Nawab Umeer Khan and his heirs in perpetuity, the possession of the places which he holds in the territories of

Maharajah Holkar, under grants from the said Maharajah; and the British Government takes those possessions under its protection.

ARTICLE 2.

Nawab Umeer Khan will disband his army, with the exception of such a portion as may be requisite for the internal management of his possessions.

ARTICLE 3.

Nawab Umeer Khan will not commit aggressions in any country. He will relinquish his connection with the Pindarees and other plunderers, and will moreover co-operate, to the utmost of his power, with the British Government for their chastisement and suppression. He will not enter into negotiations with any person whatever without the consent of the British Government.

ARTICLE 4.

Nawab Umeer Khan will deliver up to the British Government all his guns and military equipments, with the exception of such a portion as may be requisite for the internal management of his possessions and the defence of his forts, and shall receive in exchange an equitable pecuniary compensation.

ARTICLE 5.

The force which Nawab Umeer Khan may retain shall attend at the requisition of the British Government.

ARTICLE 6.

This engagement of six Articles, having been concluded at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Lalla Nurunjun Lal, the ratifications of the same by His Excellency the Most Noble the Governor-General and Nawab Umeer Khan, shall be delivered at Delhi within one month from the present date, November 9th, 1817.

(Sd.)

C. T. METCALFE.

L. S.

The  
Nawab's  
Seal.

Seal of Lalla  
Nurunjun  
Lal.

Company's  
Seal.

(Sd.)

HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in camp, at Salyah, on the fifteenth day of November, one thousand eight hundred and seventeen.

(Sd.) J. ADAM,

*Secretary to the Governor-General.*

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No. C.

COPY of a SUNNUD granted to NAWAB WUZEER-OO-DOWLAH, AMEER-OOL-MOOLK, MAHOMED WUZEER KHAN BAHADDOOR, NUSRUT JUNG, NAWAB of TONK, dated 28th May 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law, will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements which record its obligations to the British Government.

(Sd.) ELGIN AND KINCARDINE.

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No. CI.

PROCLAMATION—1867.

Be it known to the Nobles, Chiefs, and people of the Principality of Tonk that tidings of the outrage which was perpetrated on the 1st of August last on the person of the uncle and certain followers of the Chief of Lawa, have been reported to the Viceroy and Governor-General of India in Council.

His Excellency the Viceroy and Governor-General, from the full evidence taken on the spot, has been forced with pain to the conviction that the tragedy could not have taken place without the knowledge, and, indeed, without the instigation of the Nawab, the present Ruler of Tonk.

The Viceroy and Governor-General in Council has resolved, both as a punishment of this crime, and because, since its commission, the Government of India could repose no confidence in his administration, that the Nawab shall be removed from his Government, and that his son shall be proclaimed successor.



During the minority of the young Nawab the British Government will administer the government through Ibadoolla Khan, the uncle of the ex-Nawab, or make such other similar arrangement as it may see fit. But beyond the separation of Lawa from Tonk no alteration will be made in the constitution of the State. Lawa will now become a separate Chiefship, and will so remain for ever under the protection of the British Government. The heirs of the murdered men will receive maintenance through the British Government out of the revenues of Tonk.

The Viceroy and Governor-General in Council accordingly now proclaims to the Nobles, Chiefs, and people of Tonk the change in the succession, and calls upon them to submit to the Government of the new Nawab, and during his minority to the administration which will temporarily be introduced by the Agent to the Governor-General.

The Governor-General in Council entertains the hope that the present lesson will not be lost upon the country, but that it will lead, both in Tonk and throughout the Province of Rajasthan, to the well-being and prosperity of all concerned, both of those who govern and of the people.

By Order of the Viceroy and Governor-General of India.

LUCKNOW,  
The 14th Nov. 1867. }

(Sd.) W. MUIR,  
*Foreign Secy. to the Govt. of India.*

## No. CII.

**EXTRADITION TREATY** between the **BRITISH GOVERNMENT** and the **REGENCY COUNCIL** of the **Tonk State**, on behalf of **HIS HIGHNESS MAHOMED IBRAHIM KHAN BAHADOOR**, **NAWAB of TONK**, his heirs and successors, executed on the one part by **CAPTAIN JAMES JENKINS BLAIR**, **ASSISTANT AGENT, GOVERNOR-GENERAL, RAJPOOTANA**, under authority from **LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I. and V.C.**, **GOVERNOR-GENERAL'S AGENT** for the **STATES of RAJPOOTANA**, in virtue of the full powers vested in him by **HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I.**, **VICEROY and GOVERNOR-GENERAL of INDIA**, and on the other part by **SAHEBZADA MAHOMED ABDULLAH KHAN, PRESIDENT of the COUNCIL of REGENCY—1869.**

### ARTICLE I.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of

the Tonk State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

#### ARTICLE 2.

That any person, being a subject of Tonk, committing a heinous offence within the limits of the Tonk State, and seeking asylum in British territory, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

#### ARTICLE 3.

That any person, other than a Tonk subject, committing a heinous offence within the limits of the Tonk State, and seeking asylum in British territory, shall be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of Tonk may at the time be vested.

#### ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country, in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

#### ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

#### ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now

existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

*Done at Tonk, this twenty-eighth day of January 1869.*

Signature.

State  
Seal.

(Sd.) J. BLAIR, *Capt.,  
Asst. Agent, Govr.-Genl., Rajpootana.*

Seal.

(Sd.) MAYO,  
*Viceroy and Govr.-Genl. of India.*

This Treaty was ratified by His Excellency the Governor-General of India, at Fort William, on the fifth of March 1869.

Seal.

(Sd.) W. S. SETON-KARR,  
*Secy. to the Govt. of India, Foreign Dept.*

### NO. CIII.

#### AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 5th March 1869 between the British Government and the Tonk State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Tonk State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Tonk State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Tonk State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Tonk this twenty-seventh day of August in the year A.D. one thousand eight hundred and eighty-seven.

(Sd.) S. M. OBIADULLAH KHAN,  
*Naib Vizarat, Tonk.*

Seal.

(Sd.) In vernacular,  
His Highness Nawab  
of Tonk's signature.

(Sd.) JOHN BIDDULPH, *Lt.-Col.,  
Political Agent, Haraoti  
and Tonk.*

Seal.

(Sd.) DUFFERIN,  
*Viceroy and Govr.-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secy. to the Govt. of India, Foreign Department.*

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## NO. CIV.

TONK SALT AGREEMENT, DATED THE 9TH JANUARY 1882.  
Ratified the 11th February 1882.

### ARTICLE 1.

His Highness the Nawab of Tonk agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Tonk State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made. Provided that nothing in this Article shall be held to prohibit the *bonâ fide* manufacture of saltpetre at the works mentioned in Schedule attached now existing within the Tonk State, or the opening at any time, with the previous knowledge of the Political Agent of such new saltpetre works as the Nawab of Tonk may consider necessary.

### ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or sold in, or carried through, the Tonk State.

### ARTICLE 3.

His Highness the Nawab of Tonk agrees to prohibit the importation into, or consumption within, the Tonk State of any salt whatever, other than salt upon which duty has been levied by the British Government.

### ARTICLE 4.

In consideration of the effective observance by His Highness the Nawab of Tonk of the stipulations in this Agreement the British Government agree to pay to His Highness the Nawab of Tonk in lieu of import, export, transit, sale, and every other charge on salt, the sum of twelve thousand rupees annually; and as compensation for the suppression of the Khari salt-works throughout the Tonk State the sum of eight thousand rupees annually.

## ARTICLE 5.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

## ARTICLE 6.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Nawab of Tonk, except in so far as its provisions may be repugnant thereto.

## ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

*List of existing Saltpetre Works in the Tonk State.*

Parganas.	Villages	Number of works.
Tonk . . .	Muhammadgarh . . . . .	3
	Lavadar . . . . .	1
	Sankhna . . . . .	1
	Nirbana . . . . .	1
	Sundila . . . . .	1
	Sonewa . . . . .	1
	Chandlai . . . . .	1
	Borekhandi Kalan . . . . .	1
	Piplu . . . . .	1
	Sondhiphul . . . . .	1
Aligarh . . .	Barana . . . . .	1
	Gangli . . . . .	1
	Khatowli . . . . .	1
	Patowli . . . . .	1
	Bamania . . . . .	1
		1
		12 Total.
		5 Total.

Signature of SAHIBZADA MUHAMMAD (Sd.) W. J. W. MUIR, Major,  
OBEIDULLA KHAN, C.S.I. *Political Agent, Harowtee and Tonk.*

## No. CV.

MEMORANDUM of AGREEMENT made this 27th day of February One thousand eight hundred and ninety-nine between THE GOVERNMENT OF HIS HIGHNESS THE NAWAB OF TONK (hereinafter called The Tonk Durbar) of the first part, and THE INDIAN MIDLAND RAILWAY COMPANY, LIMITED, (hereinafter called The Company), of the other part, for the working of His Highness The Nawab's Railway forming a portion of the Guna-Baran Railway (hereinafter called The Railway) commencing at mileage 238 and 4,642 feet from Itarsi Junction in the direction of Baran and extending to mileage 261 and 1,571 $\frac{2}{3}$  feet from Itarsi Junction, in the same direction in the territory of His Highness The Nawab.

1. This Agreement shall remain in force until the expiration of the Principal Contract subsisting between the Company and the Secretary of State for India, dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then, or upon the 30th June or the 31st December in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them.

2. The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking, which consists of the Indian Midland Railway and Railways worked by the Company, subject to the same arrangements as are in force with the Company itself under the Principal Contract, except as hereinafter modified.

3. All communications of importance, or involving Capital expenditure, between the Tonk Durbar and the Company, under this Agreement, shall pass through the Political Officer representing the Tonk Durbar and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint to undertake the same general duties with respect to the Railway, as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway. All correspondence as to details in connexion with sanctioned works, and as to traffic and other matters, shall be carried on direct between the Political Officer representing the Tonk Durbar and the Indian Midland Railway Company.

4. Within one year from the opening of the Railway, or as soon as possible before the expiration of that period, the Railway shall be com-

pletely constructed and equipped by and at the expense of the Tonk Durbar in a substantial and satisfactory manner, as to works, permanent-way, buildings, fixed machinery, and in all other respects, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances. All the works so carried out including the permanent-way, buildings, machinery, plant, fittings, furniture, appliances and equipments shall be up to the standard on which the Company's own line, buildings and works have been constructed and equipped, or shall be approved of by the Consulting Engineer.

5. A full section of permanent ballast or 84,000 cubic feet per mile of track laid on wooden sleepers, outside cuttings, and 87,000 cubic feet per mile of track laid on steel sleepers, or in rock cuttings, shall be provided by and at the expense of the Tonk Durbar and to meet the loss of ballast resulting from the subsidence of embankments, a further quantity of 8,000 cubic feet per mile of track in bank is to be provided by and at the expense of the Tonk Durbar. This ballast shall be distributed as follows:—In cuttings and on light bank (under 5 feet) and in station yards the permanent ballast shall be spread, or, with the sanction of the Engineer-in-Chief who is superintending the construction of the Railway, shall be stacked or laid in such manner as the Company shall approve; on embankments generally it should be stacked on cess, or in Depôt for subsequent use. All permanent-way on embankments, in the first instance, and before the opening for general traffic, is to be packed with temporary ballast of sand or sound moorum, or the best material obtainable in the district. The cost of distributing, spreading and packing the permanent ballast, which is chargeable to Capital, and has to be done by the Company, shall be settled finally before the line is taken over by the Company.

6. When the opening of the Railway for public traffic has been sanctioned by the Government of India, the Tonk Durbar shall, except as provided in clause 7, hand over the Railway to the Company, and the Company shall accept the Railway for the purposes of this Agreement, the Tonk Durbar guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

7. The Engineer-in-Chief in charge of the construction of the Railway shall, within one year of the opening of the Railway, complete at the cost of the Tonk Durbar all additional works, fixed structures, machinery, etc., that may be necessary for the proper completion of the Railway, in accordance with the requirements of the Company or the orders of the Consulting Engineer. Schedules shall be prepared by the representatives of the Railway and the Company showing the works which are considered necessary for the completion of the line within this period. Such works shall not include the spreading and packing of permanent ballast referred to in clause 5 above: and the permanent-way and existing works shall be maintained by the Company. A list giving particulars of all furniture and moveable equipment at stations shall be prepared as soon as the furniture and equipment have been fully provided, and shall be signed by a representative of the Railway and a representative of the Company.

8. Except as provided in clause 7, all additional works and alterations in existing works that are not of the nature of repairs or new minor works, which may from time to time be agreed upon, between the Tonk Durbar and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of the Tonk Durbar, on estimates sanctioned and approved by the Tonk Durbar and the Consulting Engineer.

9. For works which may be required after the first twelve months, the Company shall submit to the Tonk Durbar an estimate of the probable Capital requirements for the coming official year, and shall during the said year be at liberty to expend the amount mentioned in the estimate or such part thereof as may be necessary on objects properly chargeable to Capital without further reference to the Tonk Durbar, provided that if the expenditure is incurred on any work not specified in the said estimate, an explanation of the necessity for such expenditure shall be furnished to the Tonk Durbar at the earliest possible opportunity. Such estimates shall be submitted annually three months before the commencement of the official year. Or if, from any unforeseen circumstances, the total expenditure for which the estimate has been submitted is likely to be exceeded, a fresh application for funds with supplemental estimate shall be made as early as possible. The Tonk Durbar shall, after approval of the estimates, place at the disposal of the Company  $\frac{1}{4}$ th of the whole amount for which the estimate has been submitted, and shall without delay meet all further demands from time to time up to the total amount of the estimate. These estimates shall not include provision for additional ballast beyond the quantity provided for in clause 5.

10. The cost of works the execution of which under clause 9 of this Agreement is required to be carried out by the Company, shall be dealt with as follows:—

- (a) All such works costing over Rs. 1,000 shall be charged to the Capital Account of the Railway, and paid for by the Tonk Durbar.
- (b) Petty works costing not more than Rs. 1,000 each shall be charged to Revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said Railway as hereinafter provided.

Provided always that if for any half-year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half-year, such excess shall be charged to the Capital Account of the said Railway and shall be met by the Tonk Durbar.

11. The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and to the satisfaction of the Consulting Engineer, upon the following terms—that is to say, the cost and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make



good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise; and the Company shall not bear nor be put to any cost or expense for, or in respect of any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by weather, storm, accident or any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company and to the occurrence of which the Company shall not have in any way contributed by any act, neglect, or default of their own. Provided that, if in any case the Tonk Durbar and the Company shall not agree as to the liability of the Company under this section, the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference.

12. During the continuance of this contract the Company shall be in possession of and have entire control of the Railway, shall supply all staff required for the supervision, maintenance and working, including that for audit and accounts, and shall supply all locomotives and other rolling-stock, fuel and working stores required for the efficient working of the Railway.

13. The Railway Police will be provided by the Company, and three equal tenth parts of the cost of providing and maintaining the force from time to time employed will, in accordance with the procedure laid down by Government, be borne by the Tonk Durbar, the remaining seven-tenths being a charge against the Company. The term "Police" shall include the force required for law and order as well as that required for watch and ward.

14. The Company shall charge generally such rates, fares and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway; and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of, any particular person or company, or any description of traffic, or subject any particular person or company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

15. All costs, charges and expenses incurred by the Company in connexion with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway.

16. The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the

Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement, means and includes gross earnings from coaching and goods traffic, and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway, or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway; also all sums received as rent and all other sundry receipts usually treated as Railway revenue.

17. The Company shall keep distinct and separate accounts of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for the Indian Midland Railway, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to the Tonk Durbar, through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway.

18. The amount of the said gross receipts, ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows, namely, for working and maintaining the Railway, as hereinbefore provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent. of the entire gross receipts of the said Railway for that half-year, and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling-stock, plant and machinery, other than fixed machinery and the managing, working and maintaining of the said Railway and works, in accordance with the provisions of this contract, and for the performance by the Company of every other obligation undertaken by them under this contract, with reference to the said Railway and works.

19. The remainder of the said gross receipts, after deduction of the sum so retained by the Company as aforesaid, shall be paid over to the Tonk Durbar in the manner prescribed by the Government of India. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Tonk Durbar, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue account.

20. All money transactions under this Agreement as between the Tonk Durbar and the Company shall be in British Government Rupees and the Company are to accept the British Currency only in payment of fares and rates.

21. If the Tonk Durbar and the Railway Company shall fail to agree touching any matter with respect to which their agreement is required by

this contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between the Tonk Durbar and the Company touching this contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this contract or the operation thereof, or the rights, duties, or liabilities of either party in relation to the contract, then and in every such case the matter in regard to which the Tonk Durbar and the Company shall fail to agree, or the matter in difference, as the case may be, shall be settled by arbitration in a manner to be arranged between the Tonk Durbar and the Company with the approval of the Government of India.

(Sd.) F. T. RICKARDS,  
*Agent, Indian Midland Railway.*

(Sd.) MUHAMMED ABAID-UL-LAH KHAN, C.S.I.,  
*Prime Minister, Tonk.*

(Sd.) F. B. HEBBERT,  
*Consulting Engineer to the Government of India,  
Lucknow Circle.*

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### NO. CVI.

Memorandum relating to the terms of sale by the TONK DARBAR to the GWALIOR DARBAR of that section of the Guna-Baran Railway which lies within the TONK STATE.

Whereas under the Memorandum dated the 31st January, 1898, regarding the terms relating to the construction of that section of the Guna-Baran Railway which lies within the Tonk State, the Tonk Darbar borrowed from the Gwalior Darbar the sum of Rs. 14,71,024-1-7 under the conditions as to re-payment of principal and interest, etc., specified in the said Memorandum, it is hereby agreed by the Tonk Darbar on the one part and by the Gwalior Darbar on the other part that the Tonk Darbar shall sell to the Gwalior Darbar and the Gwalior Darbar shall purchase from the Tonk Darbar the section of the Guna-Baran Railway which lies within the Tonk State on the following conditions:—

- (a) Nothing shall be repaid by the Gwalior Darbar of any sums already paid by the Tonk Darbar to the Gwalior Darbar on account of the loan taken from the Gwalior Darbar for the construction of this section of the line.
- (b) Nothing further shall be paid by the Tonk Darbar to the Gwalior Darbar on account of the unpaid portion of the principal or interest of the loan taken by the Tonk Darbar from the Gwalior Darbar for the construction of this section of the line.

2. Under conditions (a) and (b) above the Tonk Darbar relinquishes any claim for the refund of money repaid to the Gwalior Darbar in liquidation of the principal of the loan and the Gwalior Darbar relinquishes any claim for the payment by the Tonk Darbar of the net earnings of the section up to date.

3. All rights of property in the land included in the section of the Railway referred to in this Memorandum shall vest in the Tonk Darbar irrespective of the power and jurisdiction ceded to the Government of India by the Tonk Darbar under the agreement dated the 26th July, 1899.

4. The Gwalior Darbar will have the use of the land under the Railway as long as the Railway exists.

5. That no compensation whatsoever shall be payable to the Tonk Darbar by the Gwalior Darbar for the land now enclosed within the Chabra section of the Railway or for the use thereof nor shall the Gwalior Darbar be charged with any compensation, etc., for the land which it may hereafter be necessary to acquire from the Tonk Darbar for the proper working of the said section.

6. That no sayer duty will be levied by the Tonk Darbar on the articles imported locally for the maintenance of the Railway line and its appertences.

7. That in view of the loss which is accruing to the Gwalior Darbar by the conclusion of the transaction being delayed, the Gwalior Darbar shall be entitled to receive the net earning of the said section from 1st July, 1904, as by the delay in the purchase being finally concluded the Darbar loses its interest on the amount advanced to the Tonk Darbar.

MADHORAO SCINDIA,

*His Highness Maharaja of Gwalior.*

Signature of His Highness Aminud-Dowla  
Wazirul Mulk Nawab Hafiz Sir Muhammad  
Ibrahim Ali Khan, Bahadur Sowlat Jang,  
G.C.I.E., of Tonk.

TONK ;  
the 16th March 1905. }

Countersigned.

A. B. DRUMMOND, *Captain,  
Political Agent, Haraoti and Tonk.*

TONK ;  
the 17th April 1905. }

Countersigned,

H. V. COBB,  
*Resident in Gwalior.*

CAMP SIMLA ;  
the 29th June 1905. }

## No. CVII.

## TRANSLATION of a SUNNUD continuing PERGUNNAH PHOOLEA to RAJAH JUGGUT SING JEO, Chief of Shahpoora, dated 27th June 1848.

Whereas the question of fixing the tribute of Pergunnah Phoolea, payable by the Chief of Shahpoora, has been under the consideration of the British Officers for a long time, and from the enquiries which have now been made, it appears that at first Pergunnah Phoolea was granted in jaghire by Aurungzeb Alumgeer, King of Delhi, to Rajah Soojan Singh Jeo, the founder of the family of the Chief of Shahpoora; and from that period to the present day the Pergunnah has been in the possession and enjoyment of the descendants of the said Rajah, and Rajah Juggut Sing Jeo, son of the late Rajah Madho Sing Jeo, holds it now as a right of succession to his father: Therefore the Government, with reference to the foregoing circumstances, has decided that Pergunnah Phoolea shall as before remain in the possession of Rajah Juggut Sing Jeo and his heirs, and has fixed a sum of ten thousand Company's Rupees as its annual tribute, which should be paid annually by the Chief of Shahpoora to the Government. As it is the wish of the British Officers to lay down certain stipulations with regard to the administration of the affairs of the Illaqa, it has been deemed proper to insert in this Sunnud the following conditions, for future observance, *viz.* :—

*1st.*—That if at any time the customs duties, etc., be abolished in the District of Ajmere, and if the Government wish that the customs duties should also be abolished in Pergunnah Phoolea, the Chief of Shahpoora shall cease to collect any customs duties in that Pergunnah, and in this case the sum of ten thousand rupees, which has been fixed as annual tribute to Government, shall be reduced to two thousand rupees only. If the customs duties shall not be abolished entirely, but only a portion thereof cease to be levied, the annual revenue now fixed shall be reduced in proportion to the loss which may be found to be entailed upon the Chief by the abolition of the duties. It will likewise be understood that the amount which the Government will take as its revenue shall, on no account, be less than two thousand rupees.

*2nd.*—That all the rules and regulations which are now existing in respect to the civil and criminal cases shall remain in force, but in a criminal case no one shall be liable to punishment which may be deemed unjust and against the established rules, such as is sometimes inflicted in Native States. All cases of heinous crime, involving the punishment of death, or imprisonment for life, shall be reported to the Agent and Commissioner of Ajmere, and disposed of in accordance with his advice.

*3rd.*—That the rights, which the brothers and sons of the Chief, or others, are in the enjoyment of, shall be respected and continued to them, but it is proper for them all to present peshkush, or to render service, etc.,

as they may, agreeably to the custom of Pergunnah Shahpoora, be required to do, and in no respect to fail in performing the same.

4th.—That should at any time the affairs of Pergunnah Phoolea be found mismanaged the Government shall draw the attention of the Chief of Shahpoora to that circumstance, and direct him to adopt proper measures for the better management thereof. Thereafter the Government shall, if it be necessary, make such arrangements as may be deemed proper, either through the Chief or without him.

5th.—That the Chief of Shahpoora shall, without any excuse on account of calamities, failure of crop, etc., pay by two equal instalments, into the Treasury of Government, the sum of ten thousand Company's Rupees per annum, fixed as above, *viz.* five thousand rupees in the month of Ughan, and five thousand rupees in the month of Bysakh. The Rajah of Shahpoora, considering this document as a Sunnud for the perpetual grant of Pergunnah Phoolea, should be under obligation to Government. He shall deem the above-mentioned conditions as binding on him, and continue to abide by them.

### NO. CVIII.

SHAHPOORA SALT AGREEMENT, dated the 16th March 1882.

RATIFIED THE 22ND AUGUST 1882.

#### ARTICLE 1.

The Raja Dhiraj of Shahpoora agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Shahpoora State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any so that salt cannot there be made. Provided that nothing in this Article shall be held to prohibit the *bonâ fide* manufacture of saltpetre at the works mentioned in Schedule attached now existing within the Shahpoora State, or the opening at any time, with the previous knowledge of the Political Agent, of such new saltpetre works as the Raja Dhiraj of Shahpoora may consider necessary.

#### ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or sold in, or carried through, the Shahpoora State.

#### ARTICLE 3.

The Raja Dhiraj of Shahpoora agrees to prohibit the importation into, or consumption within, the Shahpoora State of any salt whatever, other than salt upon which duty has been levied by the British Government.

## ARTICLE 4.

In consideration of the effective observance by the Raja Dhiraj of Shahpoora of the stipulations in this Agreement the British Government agree to pay to the Raja Dhiraj of Shahpoora, in lieu of import, export, transit and every other charge on salt, the sum of rupees three thousand annually, and as compensation for the suppression of all the Khari salt-works in the State the sum of rupees two thousand annually.

## ARTICLE 5.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

## ARTICLE 6.

Nothing herein contained shall be deemed to affect any treaty now existing between the British Government and the Raja Dhiraj of Shahpoora, except in so far as the provisions may be repugnant thereto.

## ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

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*List of existing Saltpetre Works in the Shahpoora State.*

Villages.	Number of Works.
Shahpoora . . . . .	2
Kanichan-bara . . . . .	2
Kanichan-chota . . . . .	1
Qadishaina . . . . .	1

Signature of RAJA DHIRAJ NAHAR  
SINGH OF SHAHPOORA  
(in Hindi).

(Sd.) W. J. W. MUIR, *Major,*  
*Political Agent, Harowtee and Tonk.*

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## V.—EASTERN STATES AGENCY.\*

## (1).—BHARATPUR.

This Jat principality was founded by a freebooter named Birj, who held the village of Sinsani in the pargana of Dig; but the power of the State was chiefly extended during the decline of the Mughal Empire by his great-grand-son, Suraj Mal, who was killed in 1763. Suraj Mal left five sons, three of whom administered the State of Bharatpur in succession. During the rule of the third son, Nawal Singh, the fourth son, Ranjit Singh, rebelled and called in the aid of Najaf Khan, who stripped the family of all their possessions except the fort of Bharatpur, which was held by Ranjit Singh. At the intercession of the widow of Suraj Mal, however, he restored to the family lands yielding nine lakhs of rupees. On the death of Najaf Khan Sindhia possessed himself of all his territories including Bharatpur, but again, at the intercession of the widow of Suraj Mal, he gave to Ranjit Singh eleven parganas yielding ten lakhs of rupees, to which three parganas yielding four lakhs were subsequently added as a reward for services rendered to General Perron. These fourteen parganas now constitute the State of Bharatpur.

At the commencement of the Maratha war in 1803 the British Government concluded a Treaty (No. CIX) with Ranjit Singh, and in October 1803 conferred upon him the districts of Kishangarh, Kattawa, Rewari, Gokul and Sahar. After the battle of Dig Holkar took refuge in the fort of Bharatpur, whither he was pursued by Lord Lake. His surrender was demanded, but Ranjit Singh refused to give him up. The fort was besieged. Ranjit Singh made a memorable defence and repelled four assaults with a loss to the besiegers of 3,000 men. Fearing eventual defeat, however, and being unable from the exhaustion of his resources to continue the war, Ranjit Singh surrendered the fort and agreed to expel Holkar from his territories. A new Treaty (No. CX) was concluded with him in 1805, by which he agreed to pay an indemnity of twenty lakhs of rupees, seven of which were subsequently remitted, and was guaranteed in the territories which he held previously to the accession of the British Government. The parganas

\* The Agency is controlled by the Political Agent in the Eastern States of Rajputana, with head-quarters at Bharatpur.



which had been granted to him in 1803 were resumed. Notwithstanding the leniency with which he had been treated, and the protection secured to him by this alliance from the rapacity of the Marathas, neither Ranjit Singh nor his successor ever showed any attachment to the British Government.

Maharaja Ranjit Singh died in 1805, leaving four sons ; he was succeeded by the eldest, Randhir Singh, who died in 1823, and was succeeded by his brother Baldeo Singh. After a rule of about eighteen months Baldeo Singh died leaving a son, Balwant Singh, then six years of age, whose succession was recognised by the British Government ; he was opposed and cast into prison by his cousin Durjan Sal, who had laid claims to the succession on Randhir Singh's death. The Resident at Delhi moved out a force for the support of the rightful heir, but the operations were stopped by Government, who did not consider that the recognition of the heir-apparent during the life of his father imposed on it any obligation to maintain him in opposition to the wishes of the Chiefs and people. While Durjan Sal professed to leave the decision of his claims to the British Government, he made preparations to maintain them by force and was secretly supported by the neighbouring Rajput and Maratha States. The excitement threatened to end in a protracted war, and accordingly, with a view to the preservation of the public peace, Government ultimately determined to depose the usurper and place Balwant Singh in power. The fort of Bharatpur was stormed on the 18th January 1826 and dismantled ; Durjan Sal was carried a prisoner to Allahabad ; and the young Maharaja was established in the succession, under the regency of his mother and the superintendence of a Political Agent. The Rani was removed in 1826, and the Ministers of the State were formed into a Council of Regency.

In 1835 Balwant Singh was put in charge of the administration ; he died in 1853, and was succeeded by his only son, Jaswant Singh, then a minor. The administration was conducted by a Council consisting of five Sardars under the superintendence of a Political Agent. In March 1862 the Chief received a Sanad (See No. V) guaranteeing to him the right of adoption.

In 1865 the Bharatpur State agreed to cede land required for railway purposes free of cost ; to compensate the owners of the land ; to make over to the British Government full jurisdiction short of sovereign rights in the land ; and to abolish all transit duties on goods passing through by railway ; but no formal engagement was concluded.

In 1868 an extradition Treaty (No. CXI) was concluded with the Bharatpur State for the mutual surrender of persons charged with certain specified offences. This treaty was modified in 1887 by an Agreement (No. CXII), providing that in cases of the extradition of offenders from British India to Bharatpur the procedure for the time being in force in British India should be followed in future.

The administration of the State was made over to the Maharaja in 1869, subject to his observance of certain rules which had been framed for the conduct of affairs during his minority. The restrictions imposed by these rules were withdrawn in 1871.

In 1873 the Maharaja questioned the power of the Council to assent to the railway agreement of 1865 during his minority; but he was informed that, subject to the general control which the British Government exercises over Native States, and the special control which is incumbent on it during a minority, the administration of Bharatpur in 1865 were competent to enter on all the functions and to exercise all the powers belonging to the government of the State.

In 1879 the Maharaja agreed (No. CXIII) to suppress the manufacture of salt, and the import or consumption of any but British duty-paid salt in the State. Arrangements were at the same time made to abolish all duties on salt, and also upon sugar and other saccharine produce, except such local cesses as octroi, choongi, etc., levied on those articles when imported for consumption into towns of above 5,000 inhabitants. In return the British Government undertook to deliver yearly at Sambhar, free of cost and duty, 1,000 maunds of good salt for the use of the Maharaja, and to pay to him Rs. 1,50,000 a year, and to certain salt manufacturers and others, through the Maharaja, the sum of Rs. 2,26,000 as compensation for their loss.

In 1882 a set of rules for facilitating the arrest and surrender of criminals was introduced in the States of Bharatpur and Alwar with the approval of the Government of India. In 1883 the Bharatpur Darbar entered into similar agreements with the States of Karauli and Dholpur, and about the same time with the State of Jaipur. \*

In 1884 the Bharatpur Darbar abolished all transit duties, with the exception of those on liquor, opium and other intoxicating drugs, throughout the Bharatpur State.

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\* Government of India's letters of 15th July 1882, 7th April 1883, and 11th June 1883.

In 1885 arrangements were made for the transfer of five Bharatpur villages in exchange for five Alwar villages. Details will be found in the account of the Alwar State (*infra*).

In 1888 the Maharaja offered to place a regiment of 600 cavalry, and another of 800 infantry, at the disposal of the Government of India, for Imperial Service.

Maharaja Jaswant Singh died on the 12th December 1893. He was present at the Delhi Imperial Assemblage on the 1st January 1877, on which occasion he was created a Knight Grand Commander of the Star of India, and in 1890 his salute was raised from seventeen to nineteen guns as a personal distinction. He was succeeded by his son, Ram Singh. In 1895 it was found necessary to take the administration out of the hands of Maharaja Ram Singh, and the control of affairs was vested in a Council, working under the general supervision of the Political Agent.

In 1896 the Darbar abolished internal customs duties.

In 1897 an agreement was entered into between the State and the Government of India for the introduction of postal unity in Bharatpur.

An Agreement (No. CXIV) was made in 1899 between the British Government and the Maharaja for the effective control and discipline of the Imperial Service troops maintained by the State when serving beyond its frontier, and in the following year the Chief's offer to substitute a transport corps of 300 carts and 600 mules for the Imperial Service cavalry was accepted. In 1900 the services of the Imperial Service troops were offered for the China War.

In June 1900 the Maharaja in a fit of passion killed one of his private servants at Mount Abu, and was thereupon deposed. He was subsequently removed from Bharatpur to Deoli, where he at present (1906) resides. Ram Singh was succeeded on the 27th August 1900 by his infant son, Kishan Singh, born on the 4th October, 1899. The infant Maharaja is in the care of his mother and of his foster father, Dhau Bakhshi Raghubir Singh, a member of the State Council. The administration of the State continues to be conducted by the Council under the control of the Political Agent.

In 1901 the Darbar abolished the import duty on food grains of every kind except rice, and also import and export duties on oil seeds, tobacco, cotton, etc.

In 1903 the State, with the consent of the Government of India, agreed to the permanent adoption of the rules, which had been tentatively introduced in 1883, for facilitating the extradition of criminals between Bharatpur and Jaipur.

In the same year the Imperial Service troops were offered for service in Somaliland.

In 1904 the Darbar ceded to the British Government full and exclusive power and jurisdiction of every kind (No. CXV) over the lands in the State which were, or might thereafter be, occupied by the Agra-Delhi Chord Railway. They also agreed to surrender land, free of charge, for the construction and working of the Nagda-Muttra Railway.

In the same year the Imperial Service transport corps took part in the Tibet expedition.

Export duty on grain was totally abolished by the Darbar in 1905, along with export and import duties on certain other articles.

In May 1905 a long-standing dispute between the Alwar and Bharatpur Darbars, regarding the irrigation of certain villages by the waters of the Ruparel river, was settled by the Government of India, by whose award Alwar obtained complete control of the cold weather flow from the 1st October in each year, while Bharatpur received a fixed share of the flow in the rains.

The area of Bharatpur is 1,982 square miles; the population, according to the census of 1901, is 626,655; and the revenue Rs. 27,00,000. Bharatpur pays no tribute and no contribution to any local corps or contingent. The State maintains 553 Imperial Service infantry, and a transport corps of 389 men, 600 mules and 7 ponies, and 558 carts. In addition to these, and including irregulars, the military forces consist (1905) of 1,546 infantry, 512 cavalry, 150 artillery men, with 42 serviceable and 40 unserviceable guns, and 753 armed police.

The ordinary salute of the Maharaja of Bharatpur is 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 25th June 1867.

## (II).—KARAULI.

This State formerly paid a tribute of Rs. 25,000 to the Peshwa, by whom it was ceded to the British Government under the 14th Article of

the Treaty of Poona in 1817. The Maharaja had made over the village of Machalpur and its dependencies to the management of the Peshwa in lieu of the tribute ; but, as it was inconvenient for the British Government to take possession of villages so isolated, the tribute was relinquished in November 1817, at the time of the conclusion of the Treaty (No. CXVI) by which the State of Karauli was taken under the protection of the British Government. In consideration of the relinquishment of the tribute the Maharaja, Harbakhsh Pal, was bound by the 5th Article of the Treaty to furnish troops at the requisition of the British Government according to his means. When the treaty was being considered the Maharaja wished for a guarantee that some of his old possessions south of the Chambal, then under the government of Sindhia, should be restored to him, subject to an annual tribute, if they should ever come into the possession of the British Government; this was refused. In 1825 when Durjan Sal rebelled against his cousin, Balwant Singh, the legitimate heir to the State of Bharatpur, the rebel was supported by the Maharaja of Karauli. After the fall of Bharatpur, however, the Maharaja made humble professions of submission, and it was not thought necessary to take serious notice of his conduct.

Beyond the adjustment of some boundary disputes between Karauli and Jaipur, no communications of any importance took place with Karauli till the death of Harbakhsh Pal in 1838. He was succeeded by his adopted son, Partab Pal, who died in 1848, leaving no son and no near male relative. In consequence of the factions which prevailed during the government of Partab Pal, a British officer was on four occasions deputed to Karauli to mediate between the parties, but without much success. Narsingh Pal, a minor, was adopted by the family as the successor of Partab Pal. Although there were many disputes regarding the guardianship of the boy, there was none regarding his selection. The Karauli State was at this time in debt to the British Government, and the recognition of the adoption of Narsingh Pal was withheld till the first instalment should be paid. This debt was originally incurred by the Maharaja of Karauli to the State of Bharatpur, which was indebted to the British Government. In arranging for the liquidation of the Bharatpur debts Government gave credit for the amount due from Karauli, and took upon itself to recover it from that State. In 1844 the Karauli debt amounted to Rs. 1,54,312. Very advantageous terms were given to the Maharaja ; he was allowed twelve years to pay off

the debt by instalments, and no interest was to be charged except on instalments remaining unpaid. Up to 1847, however, nothing had been paid, and a further period of a year and a half was allowed before the first instalment should be demanded. After some delay the young Chief offered payment of the first instalment ; but as it was not made unconditionally, and was advanced by a speculator for employment in Karauli, the money was not accepted. The factions at Karauli, however, were daily gaining strength, and, therefore, Government deemed it expedient to recognise the succession of Narsingh Pal, warning him at the same time that payment of the debt would be exacted ; and as mediation between the factions had hitherto been unsuccessful, it was determined to send an Agent of the British Government to Karauli to control all parties and exercise the direct management of affairs.

Narsingh Pal died on 10th July 1852, having adopted the day before his death a distant kinsman named Bharat Pal. It was first proposed to treat the State as a lapse, but finally the adoption of Bharat Pal was recognized. In the meantime a strong party was formed in favour of Madan Pal, a nearer relative, whose claim was supported by the opinions of the Chiefs of Bharatpur, Dholpur, Alwar, and Jaipur. An inquiry was ordered, by which it was ascertained that the adoption of Bharat Pal was informal by reason of the minority of Narsingh Pal, and the omission of certain necessary ceremonies. As Madan Pal was nearer of kin than Bharat Pal and was accepted by the Ranis, by nine of the most influential Thakurs, by three-fourths of the minor feudal retainers of the State, and by the general feeling of the country, he was recognised in 1854 as successor to the Karauli Chiefship. The direct interference of the Political Agent in the internal administration was withdrawn and the Agency was removed in 1855 ; but Madan Pal was warned that, in the event of his failing in the regular payment of the annual instalment of the debt, then reduced to Rs. 94,312, one or more of his districts would be sequestered for a time by the British Government till the whole of the debt should be liquidated.

Maharaja Madan Pal rendered good service in the mutinies of 1857, in consideration of which the sum of Rs. 1,17,000 due by him to the British Government was remitted, a *khilat* was conferred on him, and his salute was raised from fifteen to seventeen guns.

In 1859, in consequence of the pecuniary embarrassments of the State a Political Agent was deputed as a temporary measure to assist and advise

the Maharaja in the adjustment of his debts. The Agent was withdrawn in 1861.

In 1862 a Sanad (*see* No. V) guaranteeing the privilege of adoption to the Rulers of this State was granted by the Government of India.

In 1868 an extradition Treaty (No. CXVII) was concluded with the State for the mutual surrender of criminals in certain cases. This was modified, however, in 1887 by an Agreement (No. CXVIII), which provided that, in the extradition of offenders from British India to Karauli, the procedure for the time being in force in British India should be followed.

Maharaja Madan Pal, who had been created a Knight Grand Commander of the Star of India, died in 1869, when his nephew, Rao Lachhman Pal of Hadauti, was recognised as his successor. Lachhman Pal, however, died before his installation, and the choice of the leading persons in the State fell upon Jaisingh Pal, a descendant of Kirat Pal, second son of Maharaja Dharam Pal, the common ancestor of the family. Jaisingh Pal was the nearest of kin to Maharaja Madan Pal, with the exception of his own grandfather, who was still alive but who had resigned in his grandson's favour the Raoship of Hadauti. The Rao of Hadauti is looked upon as the next heir to the Karauli *gadi* in the event of failure of direct heirs. The choice was confirmed by the British Government, and Jaisingh Pal was installed as Maharaja of Karauli.

Maharaja Jaisingh Pal died in December 1875, and the succession of Arjun Pal, Rao of Hadauti, then 48 years of age, was recognised by the British Government.

Sujan Pal, second cousin of Maharaja Jaisingh Pal, laid claim to the *gadi* of Karauli, and, on the rejection of his pretensions, to the Raoship of Hadauti. A reference to the principal Thakurs resulted in their unanimous decision that Bhim Pal, nephew of Arjun Pal, was the rightful successor to the Raoship of Hadauti.

On the 1st January 1877, at the Delhi Assemblage, the Government of India decided, as a mark of favour, to remit the interest due upon the amount of debt at the time owing by the Karauli State to Government. The Chief was also given 3 six-pounder guns by Government on certain conditions.

In 1881, owing to financial difficulties in the State, a temporary change was made in the administration by the transfer of the Chief's authority to a Council with full powers to administer the State under the general control of the Political Agent.

In 1882 an Agreement (No. CXIX) was concluded with the Karauli Darbar for the suppression of salt manufacture in the State; for the prevention of the import and consumption of any salt excepting that on which British duty had been levied; and for the abolition of all State duties thereon. In return, the British Government engaged to pay the Maharaja Rs. 5,000 a year, and to deliver at Sambhar, free of duty and cost, 50 maunds of salt for his personal use. The Government subsequently agreed\* to pay Rs. 694-15-0 annually to certain jagirdars as compensation.

In 1883 a set of rules for facilitating the arrest and surrender of criminals was introduced in the States of Karauli, Bharatpur and Dholpur with the approval of the Government of India, and about the same time the Karauli Darbar entered into a similar agreement with the State of Jaipur.

In 1884 the Darbar abolished all transit duties, save on opium and intoxicating drugs, throughout the State.

Maharaja Arjun Pal died in July 1886, and was succeeded by his nephew, Bhanwar Pal, the Rao of Hadauti, on the 14th August 1886. The administration of the Karauli State continued, however, to be carried on by the State Council under the general supervision of the Political Agent; but in June 1887 the Maharaja was given, subject to certain conditions, increased powers. In June 1889 the Karauli State was cleared of all debts, and Maharaja Bhanwar Pal was invested with full powers in the administration of his State. He was present at the Delhi Coronation Darbar on the 1st January 1903.

In 1903 the Government of India sanctioned the permanent adoption of the rules for the extradition of criminals, which had been introduced tentatively between the States of Karauli and Jaipur in 1883.

In 1904 the Darbar agreed to cede land free of charges for the construction and working of the Nadga-Muttra railway.

British currency was introduced into Karauli in place of the State coinage in January 1906.

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\* Foreign Department's letter No. 222-I.P., dated the 18th April 1882.



In 1906, owing to the indebted condition of the State, the control over its finances was temporarily placed in the hands of the Political Agent, Eastern Rajputana States.

The area of Karauli is 1,242 square miles; and the population, according to the census of 1901, is 156,786. The revenue from all sources is about Rs. 5,00,190. The military force of the State consists (1905) of 259 cavalry, 1,774 infantry, 35 guns classed as serviceable and 21 as unserviceable, 32 artillery men and 28 armed police. These figures include irregulars.

The Chief receives a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

### (III). DHOLPUR.

Lokendar Singh, better known as the Rana of Gohad, was the first Chief of Dholpur with whom the British Government formed political relations. The family belong to the Jat tribe, and first rose to notice under the Peshwa Baji Rao. After the overthrow of the Marathas at Panipat the uncle of Lokendar Singh rebelled and possessed himself of the fort of Gwalior. During the Maratha war, which ended with the peace of Salbai in 1782, the British Government (in 1779) formed a Treaty (No. CXX) with Lokendar Singh, both as a barrier against invasion of the British territories and as a basis for creating a diversion in favour of the military operations from Bombay. By this Treaty Government agreed to furnish the Maharana with a force for the defence of his dominions or for their enlargement by conquest from the Marathas; to share with him their joint conquests, except the territories constituting his jagir and not then in possession of the Marathas; and to include the Maharana in any peace concluded with the Marathas. Article 8 of the Treaty also guaranteed that, whenever peace should be concluded, the Maharana should retain his present possessions together with the fort of Gwalior "which of old belongs to the family of the Maharana", if it should then be in his possession, and also such acquisitions as it should be stipulated to leave in his hands. Accordingly, in the 4th Article of the Treaty with Sindhia of 13th October 1781 (Volume IV, Gwalior), it is stipulated that Sindhia shall not interfere with the territories of Maharana Lokendar Singh so long as the Maharana observes his Treaty with the English. After the peace of Salbai, however, the Maharana was abandoned on the ground that he had been guilty of treachery, and Sindhia re-possessioned himself of Gohad and Gwalior.

Ambaji Inglia, who was Governor of Gohad, seeing the rapid success of the British arms in 1803, threw off his allegiance to Sindhia and joined the forces of the British Government, who in the same year concluded a Treaty (No. CXXI), by which he agreed to surrender the fort of Gwalior and certain districts, which the Government intended to confer on the Rana of Gohad, and was in return guaranteed in his remaining possessions free of tribute. The districts ceded by Ambaji Inglia under the 2nd Article of his Treaty were made over to Rana Kirat Singh of Gohad by Treaty (No. CXXII) on 17th January 1804, with the exception of the fort and city of Gwalior, which were by the 4th Article permanently ceded to the British Government. Ambaji Inglia was, however, from the first insincere, and was active in endeavouring to excite Sindhia to unite with Holkar; the treaty with him therefore became null and void. By the 9th Article of the Treaty of Surji Anjangaon concluded in 1803 (Vol. IV, Gwalior) Sindhia agreed to renounce all claims on his feudatories with whom the British Government had made Treaties, "provided that none of the territories belonging to the Maharaja situated to the southward of those of the Rajas of Jaipur and Jodhpur and the Rana of Gohad, of which the revenues have been collected by him or his Amildars or have been applicable as Saranjami to the payment of his troops are granted away by such Treaties." This clause gave rise to a dispute which threatened for some time a breach of the peace established with Sindhia. Sindhia argued that the Treaties he was bound to respect could not embrace the Rana of Gohad, inasmuch as the pretensions of that family had been extinct and their territories had been in Sindhia's possession for thirty years. The right, however, was clearly with the British Government both by the Treaty with Ambaji Inglia and by conquest, and the discussions did not prevent Sindhia from concluding the Treaty of defensive alliance with the British Government on 27th February 1804 (Vol. IV, Gwalior), although he shortly afterwards again hazarded this alliance by attacking and plundering the camp of the British Resident and detaining the Resident a prisoner.

One of the obstacles to the establishment of the peaceful policy adopted by Lord Cornwallis in 1805 was the retention of Gwalior and Gohad from Sindhia. The Governor-General deemed it expedient to abandon the connection with the Rana independently of any reference to the settlement of differences with Sindhia, and had no hesitation in resolving to transfer to

Daulat Rao Sindhia the possession of Gwalior and Gohad. On this basis the Treaty with Sindhia of 22nd November 1805 (Vol. IV, Gwalior) was concluded, and by a separate Treaty (No. CXXIII), settled in 1806, the *paraganas* of Dholpur, Bari and Rajkhera were assigned to the Maharaj Rana of Dholpur. The river Chambal thus became the boundary between Sindhia's territories and Dholpur.

Maharaj Rana Kirat Singh lived to a great age. He died in 1836, and was succeeded by Maharaj Rana Bhagwant Singh. This Chief rendered assistance to the fugitives from Gwalior in 1857; but his minister Deo Hans incurred the displeasure of Government by plundering villages in the Agra District. In 1862, in consequence of the intrigues of Deo Hans and his attempts to subvert the authority of his Chief, it was found necessary to remove him to Benares, where he was placed under surveillance. Attempts were subsequently made by Deo Hans to regain his position at Dholpur by the payment of a large sum of money to the Maharaj Rana, but it was intimated to the Chief that direct communication with Deo Hans would subject him to the displeasure of Government.

In 1860 Sindhia consented to the construction of a bridge over the Chambal, by the agency of the British Government, in connection with the trunk road then being made by him on the right bank of the river. In this arrangement the Maharaj Rana of Dholpur also acquiesced, on the understanding that the cost of the construction of the bridge should be borne in equal shares by the two States; that they should share equally in the net profits; and that, in the event of the failure of the bridge, the ferry at Rajghat should revert to Dholpur, Sindhia retaining the ferry at Khantri. It was also arranged that the British Government should collect the tolls and maintain the bridge so long as the two States could not come to an understanding in respect to its management. At the close of 1860 Sindhia relinquished the construction of the trunk road through Gwalior into the hands of the British Government, and it was then settled that, on the bridge being constructed, both Chiefs should enjoy the privilege of a free passage when crossing in person with their suites. It had been at first decided that the British Government should share equally with Sindhia and the Maharaj Rana of Dholpur in the proceeds of the bridge; Government, however, subsequently waived its claim to a share, and it was settled that the whole net profits should be divided annually between the two States, any deficit being debited against the income of the following year.

In the meantime disputes had arisen between Sindhia and the Maharaj Rana of Dholpur relative to the management and division of profits from the Rajghat and Khantri ferries, Dholpur laying claim to a share in the profits of the Khantri ferry which belonged to the Gwalior Darbar. To this Sindhia eventually agreed, and it was decided that the ferry at Rajghat should be worked and a bridge of boats constructed by the British Government, the net profits on the combined ferry and bridge being divided annually between Gwalior and Dholpur. Government has no concern with the Khantri ferry, which remains as before under Sindhia's management, beyond taking care that Dholpur is held to be an equal sharer in the rights appertaining to it.

In 1862 Maharaj Rana Bhagwant Singh was guaranteed the right of adoption (*see* No. V).

In 1866 the land revenue of the villages of Saji, Sathwa, and Patharwa, in the Benares district, was assigned to Rao Gangadhar Rao Raghunath, Minister of Dholpur, in consideration of the transfer of Mauza Kheria by the Maharaj Rana of Dholpur in full sovereignty to the British Government.

Belonging to Dholpur is the pargana of Jhiri held in rent-free tenure by the Rao of Sar Mattra, a feudatory of Dholpur, the suzerainty of which was claimed both by Karauli and Dholpur. Both Jhiri and Sar Mattra formerly belonged to Karauli, but the claims of that State were completely extinguished during the Maratha supremacy. Jhiri is situated in the district of Bari, which was received by the British Government from Sindhia and afterwards made over to Dholpur under the Treaty of 1806. Its omission from the schedule of villages attached to that Treaty is explained by the fact that it is held on rent-free tenure, and that all rent-free villages are excluded from the schedule.

In 1866 the Dholpur State agreed to give the land required for railway purposes free of cost; to cede full jurisdiction short of sovereign rights in such land; and to surrender all transit and other duties on goods carried through its territory; but no formal engagement was concluded. The Darbar has been permitted to levy a small royalty on stone quarried for railway purposes.

In 1868 an extradition Treaty (No. CXXIV) was concluded with Dholpur for the mutual surrender of persons charged with certain specified offences.

This was modified in 1887 by an Agreement (No. CXXV), providing that in the extradition of offenders from British India to Dholpur the procedure for the time being in force in British India should be followed.

Maharaj Rana Bhagwant Singh was created a Knight Grand Commander of the Star of India. On his death, in February 1873, his grandson, Nihal Singh, a minor nine years of age, whose father had died in 1870, was recognised as his successor. Raja Sir Dinkar Rao was appointed guardian of the young Chief, and was invested with general powers of control and supervision in the administration of the State, subject generally to the control of the British authorities. Ill health compelled Sir Dinkar Rao to retire from this office towards the close of the same year, when a British officer was appointed to the political charge of Dholpur and to supervise the education of the young Chief.

In 1879 an Agreement (No. CXXVI) was concluded with the Dholpur Darbar for the suppression of the manufacture of salt within the State; and for the prevention of the import or consumption within its territories of any salt excepting that on which British duty had been levied, and of the export of bhang, ganja, spirits, opium or other intoxicating drug or preparation. At the same time the Darbar, which had already, in 1871, abolished all transit duties on the Agra-Gwalior road passing through its territories, relinquished all duties on articles imported into, exported from, or passing through, the State save only on sulphur, saltpetre, tobacco, opium, bhang, ganja, spirits and other intoxicating drugs. In return the British Government undertook to pay the Maharana Rs. 60,000 a year, which included yearly compensation to the Rao of Sar Matta and others, and, through the Maharana, to certain salt manufacturers a sum of Rs. 300 as compensation, and to deliver yearly at Sambhar, free of cost and duty, 300 maunds of good salt for the use of the Maharana.

In 1883 rules for facilitating the arrest and surrender of criminals between the Dholpur State and the States of Karauli and Bharatpur were adopted with the approval of the Government of India.

Maharaj Rana Nihal Singh was appointed an Honorary Major in the British Army in 1882, and was invested with full powers of administration on the 19th February 1883.

In 1898 he was created an Honorary Companion of the Most Honorable Order of the Bath in recognition of his services as extra orderly officer

during the operations on the North-West Frontier. He died at Mashobra near Simla on the 20th July 1901, and was succeeded by his son the present Chief, His Highness the Maharaj Rana Ram Singh, who was born on the 26th May 1883. The administration of the State was conducted by a Superintendent, assisted by selected officials, under the general direction of the Political Agent. The young Chief, after four months at the Mayo College at Ajmer, joined the Imperial Cadet Corps in July 1902, and was present at the Delhi Coronation Darbar in January 1903. He was invested with ruling powers on the 2nd March 1905.

In December 1905 Secretary of State sanctioned the construction, at the cost of the Dholpur State, of a line of railway, on the 2' 6" gauge, from Dholpur station on the Indian Midland Railway to the town of Bari, a distance of about 19 miles. The line is known as the Dholpur-Bari Railway.

The area of Dholpur is 1,155 square miles, with a population, according to the census of 1901, of 2,70,973. The gross revenue amounts to Rs. 10,58,000. The military force consists (1905) of 187 cavalry, 971 infantry, with 11 serviceable and 21 unserviceable guns and 39 gunners.

The Maharaj Rana receives a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

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## No. CIX.

## TREATY with the RAJAH of BHURTPORE—1803.

TREATY concluded between HIS EXCELLENCY LIEUTENANT-GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of HIS MAJESTY'S and the HONOURABLE COMPANY'S FORCES in the EAST INDIES, on the part of HIS EXCELLENCY THE MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN GENERAL AND COMMANDER-IN-CHIEF of all the LAND FORCES serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR-GENERAL in COUNCIL, at FORT WILLIAM in BENGAL, and MAHARAJAH BESHINDER SEWAE RUNJEET SING BAHADOOR, RAJAH of BHURTPORE—1803.

## ARTICLE 1.

Perpetual friendship shall be maintained between Maharajah Beshinder Sewae Runjeet Sing Bahadoor, Bahadoor Jung, and the Honourable Company.

## ARTICLE 2.

The friends and enemies of either State shall be the friends and enemies of both.

## ARTICLE 3.

The British Government shall never interfere in the concerns of the Maharajah's country, nor exact any tribute from him.

## ARTICLE 4.

If an enemy should invade the territories of the Honourable Company the Maharajah hereby engages to furnish to the English the aid of his troops in the expulsion of such enemy; and, in like manner, the Honourable Company engages to assist the Maharajah with its forces in defending his dominions against external attacks.

The sincerity of this engagement is attested on the Holy Bible.

*Dated the 29th day of September, in the year of Our Lord 1803, corresponding with the 11th day of the month of Jemmaudee-ul-Saunee, in the year 1218 Hegira.*

(True copy.)

(Sd.) G. LAKE.

*N.B.*—The above Treaty was ratified by the Governor-General in Council on the 22nd October 1803.

## No. CX.

## TREATY with the RAJAH of BHURTPORE—1805.

TREATY of AMITY and ALLIANCE between the HONOURABLE the EAST INDIA COMPANY and the MAHARAJAH SEWAE BESHINDER RUNJEET SING BAHADOOR, BAHADOOR JUNG settled by HIS EXCELLENCY GENERAL GERARD, LORD LAKE, BARON of DELHI and LASWARREE, and ASTON CLINTON, COMMANDER-IN-CHIEF of the BRITISH FORCES in INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY the MOST NOBLE THE MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS, and CAPTAIN GENERAL of all the BRITISH LAND FORCES in the EAST INDIES, in behalf of the HONOURABLE THE ENGLISH EAST INDIA COMPANY and by MAHARAJAH SEWAE BESHINDER RUNJEET SING BAHADOOR, on behalf of himself, his heirs, and successors.

## ARTICLE 1.

A firm and permanent friendship is established between the Honourable the English East India Company and Maharajah Sewae Bahadoor Runjeet Sing Bahadoor, and between their heirs and successors.

## ARTICLE 2.

As friendship has been established between the two States the friends and enemies of one of the parties shall be considered the friends and enemies of both, and an adherence to this condition shall be constantly observed by both States.

## ARTICLE 3.

Whereas circumstances have occurred which have interrupted the friendship formerly subsisting between the Honourable Company and Maharajah Runjeet Sing Bahadoor, which friendship is now renewed, in order to prevent the recurrence of such circumstances, the Maharajah agrees, as a



security to the British Government, that one of his sons shall constantly remain with the officer who may command the British forces in the Soubahs of Delhi or Agra until such time as the British Government may be perfectly satisfied in regard to the Maharajah's fidelity; and the Honourable Company, on the other hand, agrees that upon satisfactory proof being afforded of the Maharajah's fidelity and attachment to the British Government, the Fort of Deeg, which is now in the possession of the Officers of Government, shall be restored to Rajah Runjeet Sing.

#### ARTICLE 4.

Maharajah Runjeet Sing binds himself to pay to the Honourable the English East India Company, in consideration of the peace now granted to him, the sum of twenty lakhs of Furrackabad Sicca rupees by instalments as hereunto subjoined; and the Honourable Company, in consideration of the losses the Maharajah has suffered, and the destruction of his country, and of the representation he has made of his inability to provide means for the immediate payment of this amount, agrees to receive it by instalments as undermentioned; and the Honourable Company further promises that if, at the period when the payment of the last instalment of five lakhs of rupees shall become due, the Government shall be satisfied with the proofs of the Maharajah's fidelity and attachment, the payment of this instalment shall be remitted.

To be paid immediately . . . . .	F. S. Rupees	3,00,000
In two months . . . . .	„	2,00,000
		<hr/>
		5,00,000

#### *Instalments.*

At the end of the year 1862 Summut (April 1806)	„	3,00,000
At the end of the year 1863 Summut (April 1807)	„	3,00,000
At the end of the year 1864 Summut (April 1808)	„	4,00,000
At the end of the year 1865 Summut (April 1809)	„	5,00,000
		<hr/>
	F. S. Rupees	20,00,000

#### ARTICLE 5.

The country which was formerly in the possession of Maharajah Runjeet Sing, previously to the accession of the English Government, is now confirmed to him by the Honourable Company; and the Honourable Company, in consideration of the friendship now established, will not interfere in the possession of this country, nor demand any tribute on account of it.

#### ARTICLE 6.

In the event of any enemy evincing a disposition to attack the dominions of the Honourable Company, Maharajah Runjeet Sing binds himself

to assist, to the utmost of his power, in expelling the enemy, and in no measure to hold any correspondence or be in any way connected with, or assisting to, the enemies of the Honourable Company.

## ARTICLE 7.

As by the second Article of the present Treaty, the Honourable Company becomes guarantee to Maharajah Runjeet Sing for the security of the country against external enemies the Maharajah hereby agrees, that if any misunderstanding should arise between him and the circar of any other Chieftain the Maharajah will, in the first instance, submit the cause of dispute to the Honourable Company's Government, that the Government may endeavour to settle it amicably, agreeably to justice and ancient usage. If from the obstinacy of the opposite party no amicable terms can be settled then Maharajah Runjeet Sing may demand aid from the Company's Government. In the event above stated in this Article it will be granted.

## ARTICLE 8.

The Maharajah shall not in future entertain in his service, nor give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the sanction of the Honourable Company's government: and the Honourable Company also agrees not to give admission to any of the Maharajah's relations or servants without his consent.

The above Treaty, comprised in eight Articles, has been duly concluded and confirmed by the seals and signatures of His Excellency General Gerard, Lord Lake, and Maharajah Sewaee Beshoinder Runjeet Sing Bahadoor, at Bhurtpore, in the Soubah of Akberabad, on the 17th day of April 1805, corresponding with the 16th of Mohurram, 1220 Hegira, and with the 3rd day of Bysauk, 1862 Summut.

When a Treaty containing the above eight Articles shall be delivered to Maharajah Sewaee Beshoinder Runjeet Sing Bahadoor, under the seal and signature of His Excellency the Most Noble the Governor-General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard, Lord Lake, shall be returned.

Rajah's seal.

(Sd.) LAKE.

L. S.

Ratified by the Governor-General in Council on the 4th May 1805.

Company's  
Seal.

(Sd.) WELLESLEY.  
" G. H. BARLOW.  
" G. UDNV.

Governor-  
General's  
Seal.

## No. CXI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and the REGENCY COUNCIL of the BHURTPORE STATE, on behalf of HIS HIGHNESS JESWUNT SINGH, MAHARAJA of BHURTPORE, his heirs and successors, executed on the one part by CAPTAIN CHARLES KENNETH MACKENZIE WALTER, POLITICAL AGENT, under authority from COLONEL WILLIAM FREDERIC EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by DEWAN LULTAPERSAD, a MEMBER of the REGENCY COUNCIL, in virtue of the full powers conferred on him by the REGENCY COUNCIL, in behalf of MAHARAJA JESWUNT SINGH, aforesaid—1867.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Bhurtpore State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Bhurtpore, committing a heinous offence within the limits of the Bhurtpore State and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

## ARTICLE 3.

That any person, other than a Bhurtpore subject, committing a heinous offence within the limits of the Bhurtpore State and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer, in whom the political supervision of Bhurtpore may, at the time, be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of the Government within whose territories the offence

shall be charged to have been committed : and also, upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

#### ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

#### ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Signed, sealed, and exchanged at Bhurtpore, this twenty-fourth day of December A.D. one thousand eight hundred and sixty-seven, corresponding to the fourteenth day of Poos Buddee Sumbut nineteen hundred and twenty-four.

(Sd.) C. K. M. WALTER, *Capt.,*  
*Poltl. Agent of Bhurtpore.*

Seal of the Maharaja of Bhurtpore. —

(Sd.) JOHN LAWRENCE,  
*Viceroy and Govr.-Genl. of India.*

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 11th March 1868.

(Sd.) R. TEMPLE,  
*Offg. Secy. to the Govt. of India.*

## No. CXII.

AGREEMENT SUPPLEMENTARY to the TREATY of 1868 regarding  
EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 11th March 1868 between the British Government and the Bhurtpore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Bhurtpore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Bhurtpore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Bhurtpore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Bhurtpore this twenty-seventh day of August in the year A.D. one thousand eight hundred and eighty-seven.

(Sd.) JASWANT SINGH, G.C.S.I.,  
*Maharajah of Bhurtpore.*

Seal.

Seal.

(Sd.) N. C. MARTELLI, *Major,*  
*Offg. Poltl. Agent, Bhurtpore and Kerowlee.*

(Sd.) DUFFERIN,  
*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secretary to the Government of India, Foreign Department.*

## No. CXIII.

BHURTPORE SALT AGREEMENT, dated the 23rd January 1879.  
RATIFIED THE 14TH APRIL 1879.

## ARTICLE I.

The Maharaja of Bhurtpore agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Bhurtpore State,

whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-pans, so that salt cannot be there made.

#### ARTICLE 2.

No tax, toll, transit duty or due of any kind whatever shall be levied by, or with the permission or knowledge of, the Maharaja of Bhurtpore on salt, sugar, or other saccharine produce, whether exported from or imported into, or carried through the Bhurtpore State: Provided that nothing in this Article shall be held to prohibit the levy at the town gates of octroi, choonghi, or other cess or duty on the said articles imported for actual consumption into towns the population of which exceeds 5,000 inhabitants.

#### ARTICLE 3.

The Maharaja of Bhurtpore agrees to prohibit the importation into, or consumption within, the Bhurtpore State of any salt whatever other than salt upon which duty has been levied by the British Government, and the one thousand maunds of salt mentioned in Article 7.

#### ARTICLE 4.

From the date on which this Agreement comes into force the Maharaja will refuse to sanction any further sales from stocks of salt then existing within the said State held partly or wholly by or on behalf of the Bhurtpore State. As soon after the said date as conveniently may be these stocks shall be examined by officers to be appointed jointly by the Maharaja of Bhurtpore and the British Government, and shall be then transferred to the British Government on payment of such price as the examining officers may apprise as their then present value.

#### ARTICLE 5.

If any considerable private stocks of salt be proved to exist within the Bhurtpore State at the time when this Agreement comes into force the Maharaja of Bhurtpore will, if so required by the British Government, take possession of such stocks and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix, in concurrence with the Political Agent, or of paying to the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise.

#### ARTICLE 6.

The losses of salt manufacturers and *Lāgdars* within the Bhurtpore State having been considered in concert by the British Government and the Maharaja of Bhurtpore, the British Government have paid to the Maharaja of Bhurtpore the sum of Rs. 2,25,000 by way of compensation to the said persons, and the Maharaja has undertaken to distribute the said sum of Rs. 2,26,000 among the said persons.

## ARTICLE 7.

The Maharaja declines to receive any compensation on account of the present suppression of his salt-works, because he has independently determined on and ordered this, but in consideration of the due observance of the other stipulations hereinbefore provided, the British Government shall pay to the Maharaja of Bhurtpore, with effect from the date on which this Agreement comes into force, the sum of Rs. 1,50,000 per annum, the said sum to be paid in half-yearly instalments of Rs. 75,000. Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, one thousand maunds of salt of good quality for the use of the Maharaja to any one empowered by him in that behalf. This salt shall not be re-exported from the Bhurtpore State.

## ARTICLE 8.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

## ARTICLE 9.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaja of Bhurtpore except in so far as its provisions may be repugnant thereto.

## ARTICLE 10.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

## No. CXIV.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS SRI BRIJINDAR SAWAI RAM SINGH BAHADUR, MAHARAJA of BHURTPORE, for the introduction of definite arrangements for the effective control and discipline of the BHURTPORE IMPERIAL SERVICE TROOPS when serving beyond the FRONTIER of the BHURTPORE STATE.

Whereas His Highness Sri Brijindar Sawai Ram Singh Bahadur, Bahadur Jang, Maharaja of Bhurtpore, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Bhurtpore State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops.

It is hereby agreed between the Governor-General of India of the one part and His Highness Sri Brijindar Sawai Ram Singh Bahadur, Bahadur Jang, Maharaja of Bhurtpore, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Bhurtpore State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Maharaja or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Sri Brijindar Sawai Ram Singh Bahadur, Bahadur Jang, Maharaja of Bhurtpore, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

(Sd.) P. RAGHUBIR SINGH,

DATED BHURTPORE ; }  
The 24th February 1899. }



(other signatures in vernacular),  
Members of the State Council,  
Bhurtpore.

(Sd.) C. HERBERT, Major,  
Political Agent, Eastern States, Rajputana.

Approved and confirmed by the Government of India.

SIMLA ; }  
The 7th May 1901. }

By order,  
H. S. BARNES,  
Secretary to the Government of India,  
Foreign Department.



No. CXV.

AGREEMENT entered into by the BHARATPUR REGENCY COUNCIL regarding the cession of jurisdiction on the BHARATPUR portion of the AGRA-DELHI CHORD RAILWAY.

DATED the 20TH JULY 1904.

We, Rai Bahadur Sohan Lall, Khan Bahadur Rashid-ud-din Khan, Dhau Bakhshi Raghbir Singh, Sayed Sajjad Hussien, and Rao Sahib Damodar Lal, Members of the State Council, Bharatpur, do hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Bharatpur State which are or may hereafter be occupied by the Agra-Delhi Chord Railway, (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

*Signed in vernacular*—SOHAN LALL,

*Member of Council.*

” ” ”

MUHAMMAD RASHID-UD-DIN KHAN,

*Member of Council.*

D. B. RAGHUBIR SINGH,

*Member, State Council, Bharatpur.*

SAJJAD HUSSEN,

*Member, Council.*

DAMODAR LAL,

*Member, State Council.*

*Countersigned.*

C. G. F. FAGAN, *Lieut.-Colonel,*

*Political Agent, Eastern Rajputana States.*

No. CXVI.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJAH JUDKOOL CHUNDURBHAI HURBUKSH PAL DEO, RAJAH of KEROWLEE, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers from HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, &c., and by MEER UTTEEKoola on the part of the RAJAH, in virtue of full powers from the said RAJAH.—1817.

ARTICLE I.

There shall be perpetual friendship, alliance, and unity of interest between the British Government on the one hand and the Rajah of Kerowlee and his descendants on the other.

## ARTICLE 2.

The British Government takes under its protection the dominions of the Rajah of Kerowlee.

## ARTICLE 3.

The Rajah of Kerowlee acknowledges the supremacy of, and will co-operate with the British Government for ever. He will not commit aggressions on any one. He will not enter into negotiations with any one, without the consent of the British Government. If by chance any dispute arise with any one it shall be submitted to the arbitration and award of the British Government. The Rajah is absolute ruler of his own dominions, and the British jurisdiction shall not be introduced therein.

## ARTICLE 4.

The British Government spontaneously remits to the Rajah and his descendants the tribute which the Rajah used to pay to the Peishwa, and which has been ceded by the Peishwa to the British Government.

## ARTICLE 5.

The Rajah of Kerowlee shall furnish troops at the requisition of the British Government according to his means.

## ARTICLE 6.

The present Treaty of 6 Articles having been settled at Delhi, and signed and sealed by Mr. Charles Theophilus Metcalfe and Meer Utteekoola the ratification of the same by His Excellency the Most Noble the Governor General and the Maharajah of Kerowlee, shall be delivered at Delhi within one month from the present date, 9th November 1817.

(Sd.) C. T. METCALFE.

L. S.

The Rajah's  
Seal.

Meer  
Utteekoola's  
Seal.

Company's  
Seal.

(Sd.) HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in Camp, at Salyah, on the fifteenth day of November, one thousand eight hundred and seventeen.

(Sd.) J. ADAM,  
*Secy. to the Govr.-Genl.*

## No. CXVII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS MUDUN PAL, MAHARAJA of KEROWLEE, G.C.S.I., his heirs and successors, executed on the one part by LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C S.I., and V.C., AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by FUZUL RUSOOKHAN, in virtue of the full powers conferred on him by MAHARAJA MUDUN PAL aforesaid.—1868.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Kerowlee State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Kerowlee, committing a heinous offence within the limits of the Kerowlee State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 3.

That any person other than a Kerowlee subject committing a heinous offence within the limits of the Kerowlee State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of the Kerowlee State may at the time be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence except on requisition duly made by, or by the authority of the Government within whose territory the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused

shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

#### ARTICLE 6.

The expense of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

#### ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Ajmere this twenty-seventh day of November in the year one thousand eight hundred and sixty-eight.

*Signature of Fuzul Rusool Khan,*

(Sd.) R. H. KEATINGE,

*Vakeel of the Maharaja of*

*Agent, Governor-General.*

*Kerowlee, G.C.S.I.,*

*In Persian characters.*

(Sd.) JOHN LAWRENCE,

*Viceroy and Governor-General of India.*

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 20th of December 1868.

(Sd.) W. S. SETON-KARR,  
*Secy. to the Govt. of India, Foreign Dept.*

No. CXVIII.

AGREEMENT SUPPLEMENTARY to the TREATY of 1868 regarding  
EXTRADITION.—1887.

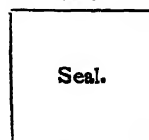
Whereas a Treaty relating to the extradition of offenders was concluded on the 20th December 1868, between the British Government and the Kerowlee State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Kerowlee State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Kerowlee State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Kerowlee State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Kerowlee this the third day of August in the year A.D. one thousand eight hundred and eighty-seven.

(Sd.) BHANWAR PAL,  
*Maharaja of Kerowlee.*



(Sd.) N. C. MARTELLI, *Major,*  
*Poltl. Agent, Bhurtpore and Kerowlee.*



(Sd.) DUFFERIN,  
*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secretary to the Government of India, Foreign Department.*

## No. CXIX.

KEROWLEE SALT AGREEMENT, dated the 23rd January 1882.

RATIFIED THE 8TH APRIL 1882.

## ARTICLE 1.

His Highness the Maharaja of Kerowlee agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Kerowlee State, whether overtly or under the guise of manufacturing salt-petre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made.

## ARTICLE 2.

No tax, toll, transit duty or due of any kind whatsoever shall be levied on salt, whether exported from, or imported into, or carried through, the Kerowlee State.

## ARTICLE 3.

His Highness the Maharaja agrees to prohibit the importation into, or consumption within, the Kerowlee State of any salt whatever, other than salt upon which duty has been levied by the British Government.

## ARTICLE 4.

In consideration of the effective observance by His Highness the Maharaja of Kerowlee of the stipulations in this Agreement, the British Government agree to pay to His Highness the Maharaja of Kerowlee, in lieu of import, export, transit and every other charge on salt, the sum of Rs. 5,000 (five thousand) annually, the first payment to be made after the expiration of twelve months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, fifty (50) maunds of salt of good quality, for the personal use of the Maharaja of Kerowlee, to any one empowered by the said Maharaja in that behalf. This salt shall be forthwith removed into the Kerowlee State, and shall not be used for purposes of traffic or re-exported therefrom.

## ARTICLE 5.

None of the stipulations in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

## ARTICLE 6.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaja of Kerowlee, except in so far as its provisions may be repugnant thereto.

## ARTICLE 7.

This Agreement is considered to have come into force on the 1st October 1881.

## No. CXX.

TREATY between the COMPANY and MAHARAJAH LUCKINDAR  
BAHADOOR, RANA of GOHUD.—1779.

ARTICLES of AGREEMENT made and concluded at Fort William in Bengal between the HONOURABLE the GOVERNOR-GENERAL and COUNCIL for the affairs of the HONOURABLE ENGLISH EAST INDIA COMPANY, on behalf of the said COMPANY, on the one part and MAHARAJAH LUCKINDAR BAHADOOR, RANA of GOHUD, for himself and his successors on the other part, *vis.* :—

## ARTICLE 1.

Perpetual friendship shall take place between the English Company and Maharajah Luckindar Bahadoor and their successors; and an alliance be established between them for the prosecution of the objects hereinafter mentioned.

## ARTICLE 2.

Whenever a war shall actually take place between the contracting parties and the Mahrattas, if Maharajah Luckindar Bahadoor shall require the assistance of an English force from the Company for the defence of his country, or for the acquisition of territory, such a force, proportioned to the exigency of the service, shall be immediately sent on his requisition, made in writing, to the Commanding Officer of the nearest station of the Company's troops, shall remain with him as long as he shall require it, and return when he shall dismiss it. The expenses thereof shall be defrayed by the Maharajah at the fixed monthly rate of twenty thousand Muchlidar rupees of the currency of Benares, or any other species of Rupees of the same intrinsic amount, for each battalion of sepoy, on its present establishment, with its proportion of artillery. The payment to commence on the day when the said force shall pass the borders of the Company's dominions or the dominions of the Nabob of Oude, and cease on the period stipulated for its return to either; four coss being allowed for each day's march.

## ARTICLE 3.

This force shall be employed for the defence of the Maharajah's dominions against all foreign or domestic enemies, or for the enlargement of his dominions by conquest on the Mahrattas.

## ARTICLE 4.

Whatever countries shall be acquired from the Mahrattas, in pursuance of this Treaty, by the troops of the Company or of the Maharajah, separately or in conjunction, whether by war or Treaty, except the fifty-six mahals which constitute the Maharajah's jaghire, and which are not now in the possession of the Mahrattas, shall be shared in the following proportions, *vis.*,

nine annas to the Company, and seven annas to the Maharajah. The mean amount of the gross revenue of the whole shall be ascertained by Ameens, chosen by each party, on the collections made in the ten preceding years; and the amount of the Company's share, as determined by the said Ameens, after deducting the charges of collection which are customary in such countries, shall be fixed and paid by the Maharajah as a perpetual tribute to the Company; and the lands and forts shall be ceded to the Maharajah.

#### ARTICLE 5.

In case it shall be judged advisable to employ the combined forces of the Company and the Maharajah in any hostile operations against the Mahrattas beyond the borders of the Maharajah's dominions, on requisition made to him in writing from this Government, he shall furnish ten thousand horse for such service, and each party shall bear his own separate expense; and if, upon the return of the English forces towards their own borders, the Maharajah shall have occasion for their services, and shall make a requisition to retain them, from the instant of such requisition he shall pay their charge in the same manner as stipulated in the second Article. But it shall not be required of the Maharajah, nor be in the power of this Government, to detach or employ his troops beyond the furtherest borders of Eogain and Indoor without his special consent.

#### ARTICLE 6.

Whenever the English forces are employed for the defence of the Maharajah's country, or for the acquisition of territory, the service to be performed shall be prescribed by himself; but the mode of executing it shall be left to the direction of the Officer commanding the English troops.

#### ARTICLE 7.

Whenever the combined troops of the Company and the Maharajah shall be employed in any remote operations the Commanding Officer of the English forces shall consult the Rajah upon all services to be performed; but the ultimate decision in case of a difference of opinion, and the mode of conducting such services, shall be left entirely to the Commanding Officer of the English forces, with a reservation of the Maharajah's complete authority over his own troops.

#### ARTICLE 8.

Whenever peace shall be concluded between the Company and the Mahratta State the Maharajah shall be included as a party in the Treaty which shall be made for that purpose; and his present possessions, together with the fort of Gwalior, which of old belongs to the family of the Maharajah, if it shall then be in his possession, and such countries as he shall have acquired in the course of the war, and which it shall then be stipulated to leave in his hands, shall be guaranteed to him by such Treaty.



## ARTICLE 9.

No English factory shall be established in the dominions of the Maharajah; no persons of any denomination shall be sent into his dominions on the part of the English Company or with the license of the Governor-General and Council, without his previous consent; neither shall his ryots be pressed for any military service, nor any authority exercised over them but his own.

*Signed, sealed, and concluded at Fort William, this 2nd day of December, in the year of Our Lord 1779.*

## No. CXXI.

TREATY with RAJAH UMBAJEE RAO ENGLAH.—1803.

TREATY of AMITY and ALLIANCE between the HONOURABLE the EAST INDIA COMPANY and RAJAH UMBAJEE RAO ENGLAH, providing for the relinquishment to the HONOURABLE COMPANY of certain districts, including the Forts of Gwalior, Gohud, and others hitherto held in farm by Rajah Umbajee, and for the guarantee, on the part of the HONOURABLE COMPANY, to RAJAH UMBAJEE, of certain portions of country including the Fort of Narwar and others, to be held by him in sovereignty, concluded by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the BRITISH FORCES IN INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN-GENERAL and COMMANDER-IN-CHIEF of all the land forces serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR-GENERAL IN COUNCIL at FORT WILLIAM in BENGAL, on the part of the HONOURABLE COMPANY, and by RAJAH UMBAJEE RAO ENGLAH, for himself, his heirs and successors.

## ARTICLE I.

A permanent friendship and alliance is established between the Honourable Company and Rajah Umbajee Rao Englah, and between their heirs and successors. In conformity to the friendship established the friends and enemies of one party shall be the friends and enemies of both, and neither party shall swerve from this obligation.

## ARTICLE 2.

Rajah Umbajee hereby agrees to deliver over, without delay or evasion, to the Company's Government the fortress of Gwalior with the districts undermentioned, which have been hitherto held by him in farm, with the forts situated in them, whenever the officers of the Company's Government may be deputed for the purpose of taking possession of them; and further agrees that these districts and forts may be disposed of as may appear expedient in the British Government, relinquishing on his part all further claims on any account whatever to the said districts and forts :—

	Rs.		Rs.
Gwalior Khas . . . .	40,000	Brought forward . . . .	15,20,000
Atree and others, five mahals, Chummuck, Bowar, Salbye, and Chounara . . . .	1,50,000	Noorabad . . . .	25,000
Allahpore . . . .	40,000	Attowra . . . .	25,000
Summoulee . . . .	60,000	Bahadurpore . . . .	30,000
Poharghur and others, of talook Jukurwaree. . . .	1,00,000	Ballaitee . . . .	20,000
Talook Jetawur . . . .	25,000	Curwas . . . .	15,000
Pergunnah Dholpur . . . .	1,50,000	Hawellee Gohud . . . .	50,000
„ Baree . . . .	2,00,000	Behut . . . .	50,000
„ Rajakeera . . . .	60,000	Sookulharree. . . .	8,000
„ Binde, and its ta- looks . . . .	2,20,000	Talook Aman . . . .	25,000
„ Attere . . . .	1,10,000	Inderkee . . . .	50,000
„ Phoonp . . . .	20,000	Budhaik . . . .	18,000
Talook Oomree . . . .	35,000	Bhandere . . . .	2,00,000
„ Balawa . . . .	30,000	Nhodah . . . .	30,000
„ Ammow . . . .	1,00,000	Lehar and six others, forming the Zilla Kutchwakar . . . .	2,00,000
„ Jagree . . . .	30,000	Goojera . . . .	10,000
Seray Choolah . . . .	10,000	Kuttoulee . . . .	2,00,000
Daondree . . . .	40,000	Lawinkalon, . . . .	30,000
Ahnoun . . . .	1,00,000	Pergunnah Noh . . . .	50,000
		„ Betwa . . . .	50,000
		„ Deoghur . . . .	50,000
Carried over . . . .	15,20,000		<u>26,56,000</u>

## ARTICLE 3.

In consideration of the friendship and attachment to the Honourable Company manifested by Rajah Umbajee by the engagements entered into on his part by the present Treaty, the Honourable East India Company do hereby guarantee to the Rajah and to his heirs and successors the possession in sovereignty of the fort of Narwar and the districts undermentioned which are reported by the Officers of the Rajah to be now in his possession

with the fort situated in them. The Honourable Company shall demand no tribute or rent whatever from Rajah Umbajee on account of these possessions.

	Rs.		Rs.
Narwar Khas . . . .	9,000	Brought forward . .	4,38,200
Talook Surwarreen . . . .	9,000	Negounee . . . .	1,500
„ Bara Doongree . . . .	4,500	Villages of Enam Chutree Tri-	
„ Digdoullee and Cheras . .	8,000	mukjee, &c. . . .	10,000
„ Rajaghur . . . .	7,500	Pergunnah Googul Chuttree . .	45,000
„ Gunneshkera . . . .	3,500	Talook Alumpore . . . .	25,000
„ Barye, &c. . . .	1,000	„ Koonch . . . .	1,50,000
„ Ray . . . .	4,000	„ Sēpre . . . .	50,000
„ Sasaram . . . .	5,000	„ Kolarus . . . .	50,000
„ Souknee . . . .	7,000	„ Irnee . . . .	20,000
„ Kureeawut . . . .	10,000	„ Kearah . . . .	7,000
„ Deoghur . . . .	1,500	„ Ternit . . . .	7,000
„ Moorseree . . . .	5,000	„ Oochar Bubraolee . .	15,000
„ Gopaulpore . . . .	5,000	„ Eawur, Chupar, and	
„ Doongerpore and Ma-		Badaoon . . . .	1,500
grounee . . . .	25,000	Villages Kooneru . . . .	3,000
„ Pattye Kurrye . . . .	6,000	Talook Alkee Bheelhree . .	2,500
„ Beeturwas, &c. . . .	46,200	„ Chergawun . . . .	6,000
Villages of Gwalior, which have		„ Ranaghur and Ker-	
been attached to Narwar, <i>vis.</i> ,		gawun . . . .	6,000
Rampore, Bounnee, and Buse-		„ Mokuree . . . .	10,000
ree . . . .	5,000	„ Booshera . . . .	2,000
Doodakhaner . . . .	10,000	„ Gurwae . . . .	7,000
Sear . . . .	12,000	„ Lamrut Berutch . .	7,000
Subulghur and nine others . .	1,25,000	Village Gatta Budoura . .	4,000
Beejipore and two others . .	47,000	„ Derut . . . .	5,000
Pouree . . . .	51,000	Talook Talood . . . .	10,000
Sersye and Paren . . . .	4,000	Roomalees Burwa Sagur . .	10,000
Utlupore Beejawan . . . .	5,000	„ Sesye . . . .	10,000
Lawan, of Pergunnah Shadoura .	2,500	Talook Doaan Berye . . .	10,000
Doulaghar Kursena . . . .	5,500	„ Bangpoone . . . .	4,000
Talook Benouree . . . .	2,000	Pergunnah Mamohunee . .	25,000
Budrita and Village Kera, and			
two others . . . .	12,000		
Carried over . . . .	4,38,200		9,41,700

#### ARTICLE 4.

Rajah Umbajee shall not entertain in his service or in any manner give admission to any English or French subjects, or any other person from among the inhabitants of Europe, without the consent of the English Government.

#### ARTICLE 5.

Rajah Umbajee, during the period of this or any future war which may take place with the enemies of the British Government in the vicinity of his

possessions, shall join the Company's army with the whole of his troops; and in this event, although the Rajah retains the sole command of his own army, he agrees to act in the war agreeably to the advice and counsel of the Commander of the Company's troops.

#### ARTICLE 6.

Whereas, in consequence of the third Article of the present Treaty, the Honourable Company becomes guarantee to Rajah Umbajee for the security of his country against external enemies, Rajah Umbajee hereby agrees that, if any misunderstanding should arise between him and any other State, the Rajah will, in the first instance submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Rajah Umbajee may demand aid from the Company's Government. In the event above stated in this Article it will be granted; and Rajah Umbajee agrees to take upon himself the charge of the expense of such aid, at the same rate as has been settled with the other chieftains of Hindostan.

#### ARTICLE 7.

The guns, ammunition, and military stores, now in the forts, to be delivered over to the Honourable Company, shall be considered the property of the Honourable Company. Rajah Umbajee is at the same time empowered to carry off whatever money, grain, or property of any other description than that above-mentioned, which may be in the forts, and no interruption shall be given on the part of the Company's Officers to his so doing.

#### ARTICLE 8.

The Honourable Company agree that Rajah Umbajee, whenever he may make a request to that purpose, shall be allowed to reside with his relations and family and property in whatever place, within the Company's dominions, he may choose, without any molestation on the part of the Company's government.

#### ARTICLE 9.

In the event of a peace being concluded between the Honourable Company and the Maharatta States the Honourable Company shall consider Rajah Umbajee included in the Treaty as an ally of the Company.

#### ARTICLE 10.

If any enemy of both the parties should invade the country of Umbajee, and the English army act in concert with the troops of Rajah Umbajee in expelling the enemy, in this case the Rajah Umbajee shall not be liable to any expense on account of the Honourable Company's troops.

The above Treaty, comprised in ten Articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General

Gerard Lake, at Surhindée, in the Soubah of Ukkurrabad, on the 16th day of December 1803 of the Christian era, corresponding with the 1st Ramzan, 1218 Hegira, and with the 2nd of Poos Soodee, 1860 Sumbut, and under the seal and signature of Rajah Umbajee Rao Englah, at \_\_\_\_\_, on the 16th day of December 1803 of the Christian era, corresponding with the \_\_\_\_\_ of 1218 Hegira, and with the \_\_\_\_\_ of 1860 Sumbut. When a Treaty, containing the above ten Articles, shall be delivered to Rajah Umbajee Rao Englah, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor-General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

Ratified on the 15th January 1804.

### No. CXXII.

TREATY with the RANAH of GOHUD, 1804.

TREATY of AMITY and ALLIANCE between the HONOURABLE the EAST INDIA COMPANY and MAHARAJ SEWAY RANAH KERRUT SING LUCKINDER BAHADOOR, providing for the guarantee, on the part of the HONOURABLE COMPANY, of the country of Gohud and others, to be held by MAHARAJ RANAH in sovereignty, and for the payment, on the part of the MAHARAJ RANAH, of a subsidiary force from the HONOURABLE COMPANY; concluded by HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the BRITISH FORCES in INDIA, in virtue of authority vested in him for that purpose by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of SAINT PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, CAPTAIN GENERAL, and COMMANDER-IN-CHIEF of all the land forces serving in the BRITISH POSSESSIONS in INDIA, and GOVERNOR-GENERAL in COUNCIL at FORT WILLIAM in BENGAL, on the part of the HONOURABLE COMPANY, and by MAHARAJ SEWAY RANAH KERRUT SING BAHADOOR, for himself, his heirs and successors.

#### ARTICLE 1.

A permanent friendship and alliance is established between the Honourable Company and Maharaj Ranah Kerrut Sing Bahadoor, and between

their heirs and successors. In conformity to the friendship established the friends and enemies of one party shall be the friends and enemies of both.

## ARTICLE 2.

The Honourable the East India Company hereby agree to establish Maharaj Ranah Kerrut Sing in the sovereignty of his hereditary countries of Gohud and the undermentioned districts to be possessed by him, his heirs, and successors, free from all deductions, under the guarantee of the Honourable Company:—

Gwalior Khas.	Curwas.
Antree and others, five mahals.	Hawilee Gohud.
Antree.	Behut.
Chummuck.	Talook Sookulharee.
Powan.	" Amaun.
Salbye and Chunour.	Indirkee.
Ulluhpore.	Bhandere.
Summoulee.	Nhodah.
Puharghur and others, composing talook	Lahar and others, forming zillah Katch
Suhurwaree.	Wakar,—
Talook Jetawur.	Lahar.
Pergunnah Binde, with its talooks.	Rampooree.
" Phoomp.	Kuksees.
Talook Oomree.	Kuthooundee.
" Ballawa.	Bukra.
" Jugnee.	Gopalpoor.
Seray Choolah.	Goojirra.
Doondree.	Kuttoulee.
Ahnoun.	Lawun Kalan.
Noorabad.	Pergunnah Moh.
Attowra.	" Ratwa.
Bahadurpore.	Talook Deoghur.
Balaitlee.	

## ARTICLE 3.

Three battalions of the Honourable Company's sepoy's shall be permanently stationed with Maharaj Ranah for the protection of his country the expenses of which shall be regularly paid by Maharaj Ranah to the Honourable Company every month, at the monthly rate of twenty-five thousand Lucknow Sicca Rupees, or Rupees of the same standard value, for each battalion, amounting to the monthly sum of seventy-five thousand Rupees, or nine lakhs of Rupees annually. In the event of a failure on the part of the Maharaj Ranah, in the regular monthly payment of the expenses of the battalions, the Honourable Company's government retains to itself the right of appointing a person to superintend the collection of the above amount from the country.

## ARTICLE 4.

Maharaj Ranah agrees that the possession of the fortress and city of Gwalior shall be permanently vested in the Honourable Company's government, and that it shall be at the option of the Government to station the Honourable Company's troops in whichever of the other forts or places

of strength in the Ranah's country, and at whatever time the government may deem expedient, with the exception of Gohud; and to level such forts and places of strength in the Ranah's country, with the exception of Gohud, as to the government may appear advisable.

#### ARTICLE 5.

The Honourable Company shall not demand any tribute from the country delivered over to Maharaj Ranah Kerrut Sing.

#### ARTICLE 6.

In the event of any enemy of the Honourable Company evincing a disposition to attack the countries lately taken possession of by the Honourable Company in Hindostan, Maharaj Ranah agrees to send the whole of his forces to their assistance, and to exert himself to the utmost of his power to repel the enemy and to omit no opportunity of proving his friendship and attachment.

#### ARTICLE 7.

As, by the second Article of the present Treaty, the Honourable Company becomes guarantee to Maharaj Ranah for the security of his country against external enemies, Maharaj Ranah hereby agrees that, if any misunderstanding should arise between him and the circar of any other chieftain Maharaj Ranah will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party, no amicable terms can be settled, then Maharaj Ranah may employ the Honourable Company's troops, stationed for the protection of his country, against the opposite party.

#### ARTICLE 8.

Although Maharaj Ranah retains the exclusive command of his own army yet he hereby agrees to act, during the period of a war, in conformity to the advice and counsel of the Commander of the Company's troops.

#### ARTICLE 9.

Maharaj Ranah shall not entertain in his service, or in any manner give admission to any English or French subjects, or any other persons from amongst the inhabitants of Europe, without the consent of the British Government.

The above Treaty, comprised in nine Articles, has been duly concluded and confirmed, under the seal and signature of His Excellency General Gerard Lake, at Beanah, on the 17th day of January 1804, of the Christian era, corresponding with the 3rd of Sowall, 1218 Hegira, and with the 20th of Maugh, 1816 Sumbut, and under the seal and signature of Maharaj Seway Ranah Kerrut Sing Luckinder Bahadoor, at Gwalior, on the 29th day of January 1804, of the Christian era, corresponding with the 15th of Sowall, 1218 Hegira, and with the 3rd Phagoon, 1860 Sumbut. When a

Treaty containing the above nine Articles shall be delivered to the Maharajah Seway Ranah Kerrut Sing Luckinder Bahadoor, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor-General in Council, the present Treaty, under the seal and signature of His Excellency General Gerard Lake, shall be returned.

Governor-  
General's  
Small Seal.

Ranah's  
Seal.

Ratified 2nd March 1804.

## No. CXXIII.

### TREATY with the RANAH of GOHUD, 1806.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARAJAH SEWAY RANAH KERRUT SING LUCKINDER BAHADOOR, providing for the relinquishment to the HONOURABLE COMPANY of the country and fort of Gohud and others, on the part of RANAH KERRUT SING, and for the investiture, on the part of the HONOURABLE COMPANY, of RANAH KERRUT SING, in the sovereignty of the districts of Dholepore, Baree, and Rajekeerah, concluded by MR. GRÆME MERCER, in virtue of authority vested in him for that purpose by the HONOURABLE SIR GEORGE HILARO BARLOW, BARONET, GOVERNOR-GENERAL of all the BRITISH POSSESSIONS in the EAST INDIES, on the part of the HONOURABLE COMPANY, and by MAHARAJAH SEWAY RANAH KERRUT SING LUCKINDER BAHADOOR, for himself, his heirs and successors.

#### ARTICLE I.

Whereas a Treaty of amity and alliance was concluded on the 29th day of January 1804, corresponding with the 15th day of Sowall, 1218



Hegira, and with the 3rd Phagoon, 1860 Summut, between the Honourable the English East India Company and Maharajah Ranah Kerrut Sing, providing for mutual advantages to be derived by the contracting parties; and whereas, from the inability of Maharajah Ranah to settle the country of Gohud and others, and to fulfil the engagements therein entered into with the Honourable Company, for the payment of the subsidiary force of the Honourable Company's troops, the advantages proposed for both the contracting parties have entirely failed, the Honourable the English East India Company and Maharajah Kerrut Sing hereby agree that the treaty above-mentioned shall be considered as null and void.

#### ARTICLE 2.

Maharajah Ranah hereby agrees to relinquish the possession of the country and fort of Gohud, and of the other districts guaranteed to him by the former Treaty, to the Officers of the British Government, to be disposed of as may appear expedient to the Honourable Company.

#### ARTICLE 3.

The Honourable Company from the consideration that the failure in the stipulations of the former Treaty, on the part of Maharajah Ranah, has arisen from inability and want of means, is inclined to grant to Maharajah Ranah an adequate provision, and hereby agrees that the districts of Dholepore, Baree, and Rajekeerah, agreeably to a separate schedule, containing a detailed statement of the villages which compose these districts, shall be delivered over to Maharajah Ranah in sovereignty to him, his heirs and successors. Maharajah Ranah on his part agrees that he will not enter into any disputes with the possessors of the neighbouring districts respecting the ancient boundaries of these pergunnahs, of which the extent shall remain the same as before the Ranah took possession of them.

#### ARTICLE 4.

As by the third Article of the present Treaty the districts of Dholepore, Baree, and Rajekeerah have, in conformity to the request of Maharajah Ranah, been granted to him in sovereignty, and will remain exempt from all orders of the Adawlut, or other demands of the Honourable Company, Maharajah Ranah hereby agrees to take upon himself the responsibility of adjusting all disputes which may arise, either external or internal, and no responsibility for assistance or protection remains with the Honourable Company.

The above Treaty, comprised in four Articles, framed in conformity to the Articles agreed upon by the contracting parties at Gwalior, on the 19th December 1805, corresponding with the 28th of Ramzaun, 1220 Hegira, and with the 14th of Poos, 1862 Summut, has been duly concluded, under the seals and signatures of Mr. Græme Mercer and of Maharajah Ranah Kerrut Sing, in the vicinity of Agra, on the 10th day of January 1806, corresponding with 19th of Sowall, 1220 Hegira, and with the 6th of Maug, 1862 Summut, and delivered to the parties respectively.

When a Treaty, containing the above four Articles, shall be delivered to Maharajah Ranah Kerrut Sing under the seal and signature of the Honourable the Governor-General in Council, the present Treaty, under the seal and signature of Mr. Græme Mercer, shall be returned.

The  
Ranah's  
Seal.

This Treaty was ratified by the Honourable the Governor-General in Council, the 8th March 1806.

The  
Company's  
Seal.

(Sd.) G. H. BARLOW.  
„ G. UDNV.  
„ J. LUMSDEN.

*A Detail of the Villages attached to the pergunnahs of Dholepore, Baree, and Rajekeerah, as delivered over in sovereignty to Maharajah Ranah Kerrut Sing.*

PERGUNNAH DHOLEPORE.

Dholepore, 2 villages.  
Ackberpoor.  
Maleepoora.  
Shukhopoora Serai Mulik, 2 villages.  
Mohabat Nuggur.  
Oudeypore.  
Heidulpoor, 2 villages.  
Oodhanpoor.  
Atrawlee.  
Hindrawlee.  
Ooreila.  
Allahpoora.  
Bugpoora.  
Bugchowlee.  
Beelpoor Lodha.  
Bahaderpoor.  
Beisanah.  
Bhojpoor.  
Busee Sawunta.  
Busee Laloo, 3 villages.  
Barounda, 5 villages.  
Bagherutpoora.  
Bishnouda, 3 villages.  
Bawunteepoora.

Bussee Bheilgowa.  
Bheilgowa.  
Tukawlee, 2 villages.  
Pooraince Selimpoor, 2 villages.  
Putchgawah, 5 villages.  
Putrora Buzoorg.  
Putrora Khoord.  
Jahkee.  
Jugreapoor.  
Jehanpoor Titka, 2 villages.  
Jerowlee.  
Cheekora Buzoorg.  
Cheekora Khoord.  
Chandpoor.  
Takirpoor.  
Doongurpoor, 2 villages.  
Doweira.  
Dhoulie Dowltabad, 2 villages.  
Dhemoree, 2 villages.  
Ajoura, 2 villages.  
Raceina.  
Soorajpoora.  
Selimpoor.  
Surkun Kheira, 2 villages.

## PERGUNNAH DHOLEPORE—(concluded).

Seranee Shapoor, 2 villages.  
 Sultanpoor.  
 Sumoula Samoolee, 2 villages.  
 Sameeyoor.  
 Sunkhaoulee.  
 Suhujpoor Jorpoor, 2 villages.  
 Shekhopoor Goojer.  
 Sundapoor, 2 villages.  
 Sandeh Secunderpoor, 3 villages.  
 Sadikpoor.  
 Toor Daneal, 2 villages.  
 Amberpoor Damanpoor.  
 Ferozepoor, 3 villages.  
 Firakhpoor.  
 Cazeepoora.  
 Cassimpoor, 2 villages.  
 Khera.  
 Curruckpoor.  
 Gurree Shadeera, 2 villages.  
 Lalipoor.  
 Mirzapoor.  
 Mullickpoor, 2 villages.  
 Mirzapoor Goojir.  
 Maraina.  
 Mahomedpoor, Barrah, 5 villages.  
 Murha Baloo, 2 villages.  
 Mulloapoor.  
 Nirpoora.  
 Nusseerpoora.  
 Nughladane.

Neeang.  
 Hurnoda.  
 Kheilee Kurga.  
 Jugeepoora.  
 Daun, Ferashpoora.  
 Gondpoor.  
 Tickeitpoor, 2 villages.  
 Burkhera Coomree, 3 villages.  
 Moraisee.  
 Andwa.  
 Khorea Kera.  
 Bukspoora.  
 Jeelpoora.  
 Khomra.  
 Mahamudpoor.  
 Mundy.  
 Poorainee Kerka.  
 Bhamrowlee, 3 villages.  
 Thekra.  
 Sahunpoor.  
 Kheind.  
 Bussee Neeb.  
 Bitchca Buzoorg, 2 villages.  
 Sundeia Keira.  
 Kookpoor.  
 Neibee.  
 Goorbapoora.  
 Morowlee.  
 Nugla Morowlee.

Total villages 154.

## DISTRICT OF KOLAREE.

Kolaree, 2 villages.  
 Ajeipoor.  
 Omrara, 3 villages.  
 Bhudiana.  
 Buradhunoo, 2 villages.  
 Bhrawuttee.  
 Pureewa, 2 villages.  
 Peperhera.  
 Putheena.  
 Phoolpoor.  
 Thuree.  
 Pekuree.  
 Jugreeapoora.  
 Choorakhera.  
 Chitoura.  
 Sukwareh Rawutpoora, 2 villages.  
 Sursa Durrumpoor Kulleanpoor, 3 villages.  
 Komperee.

Shaesteh Nuggur.  
 Kurreempoor Busateepoor.  
 Kanasul.  
 Kurruckpoor.  
 Koolpoora.  
 Keimara.  
 Malonnee, 4 villages.  
 Nudhera Buzoorg.  
 Mandpoor.  
 Moosulpoor.  
 Mulkanpoor.  
 Nugla Kurruckpoor.  
 Naickpoor.  
 Nudhera Khoord, 2 villages.  
 Nowrungabad.  
 Burkhera.  
 Nugla Tickoulee.  
 Gurree Chareila, 2 villages.

Total villages 50.

## DISTRICT OF MONEAH.

Larumpoora.  
 Mooneah Larumpoora, 3 villages.  
 Beperpoor.  
 Bibulpoor.  
 Burragong.  
 Burawut.  
 Buzeehowlee.  
 Beraimoree, 2 villages.  
 Bera Suckerwar.  
 Bodhpoor.  
 Bechoula, 3 villages.  
 Bhanpoore.  
 Boondea.  
 Phoolpoor.  
 Puttee.  
 Tandah.  
 Jelalpoor.  
 Jatowlee.  
 Jerah.  
 Chuprowlee, 2 villages.

Dobattee.  
 Doolara.  
 Diaree.  
 Dundowlee.  
 Lurroopoora.  
 Narowlee.  
 Sunjrowlee.  
 Surkowlee.  
 Shuckutpoor, 2 villages.  
 Seahpoor.  
 Koorsunda, 2 villages.  
 Koth.  
 Kotai.  
 Keerlee Pursounda, 2 villages.  
 Soharee, 2 villages.  
 Mangroul.  
 Mooggurwara.  
 Marha Buzoorg.  
 Mahoree, 2 villages.  
 Hunnootee Goojar.

Total villages 50.

*A list of desolate Villages attached to Dholepore, according to the Lists of the Canoongoo from which no collections were made in the year 1212 Fuslee.*

Hewura, jaghire of Peerzadehs.  
 Deryapoor, ditto of Asawlut Khan,  
 Afghan.

Bysack, jaghire of Mookund Misser.  
 Gowar, ditto of Malmokind Misser.  
 Behareepoor, ditto of a Byrage.

Total jaghires 5.

Koornuggur.  
 Juloopoora.  
 Goreipoor.  
 Burpoor Bazdoran.  
 Burreepoora.  
 Bechoula.  
 Doongerpoor.  
 Selimpoor.  
 Baree.  
 Syrone.  
 Futpooree.  
 Kotta.  
 Rajai Khoord.  
 Rajai Buzoorg.  
 Cuderna.  
 Banoulee Mahomedpoor.  
 Bussee Dang.  
 Bussee Khomb.

Mahomedpoor.  
 Kotta.  
 Rodeira.  
 Bussee Jalier.  
 Kooa Khara.  
 Bussee Ghose.  
 Lutcowlee.  
 Gorha.  
 Keirlee.  
 Sooksonnee.  
 Sookpoora.  
 Karohait.  
 Manpoor Ahungaran.  
 Manpoor Sheshhegaram.  
 Batee.  
 Goordha.  
 Toorkijha.  
 Chachooghur.

Total villages 36.

Grand Total, villages in pergunnah Dholepore, 290.

## PERGUNNAH BAREE.

Baree Khass, 4 villages.	Puglee.
Ekta.	Jemalpoor.
Deenpoor.	Hoosainpoor, 2 villages.
Suttanpoor.	Danowra.
Adimpoor.	Rozapoor.
Hymutpoor.	Omree.
Oomsee Shehkarpoor, 2 villages.	Kohela.
Budreila.	Munsoora, 2 villages.
Bhureillee.	Morai.
Koombre.	Ruperspoor.
Bijowlee, 3 villages.	Suleemabad.
Berja Budespoor Daroun.	Sonoura, 4 villages.
Toantree.	Kasoutti Khara.
Peproun, 4 villages.	Kheirlee.
Poora Madaree.	Cooncootta.
Nuckeepoor.	Gotakhor.
Cunchunpoor, 4 villages.	Nundrowlee, 2 villages.
Maharajpoor, 2 villages.	Nidhara.
Soneipoor.	Nanoulee Sookha.
Goronda.	Nanoulee Nundha.
Khanpoor Goojir.	Noorha.
Khanpoor Mahomedpoor.	Nuneira Perthee Sing.
Meer, 2 villages.	Sewursappose, 3 villages.
Despoora.	Kakowlee, 3 villages.
Dhoreir, 4 villages.	Suckroda Khara, 3 villages.
Dhoorwas.	Cookra Makra, 2 villages.
Nugla Gullowlee.	Neeb Kheira.
Nugla Badoura, 2 villages.	Bussee Moollee.
Mowa Khara, 2 villages.	Seemroulee.
Dhanwaree, 2 villages.	Sangowree.
Bhewace.	Angahi, 3 villages.
Rheittee.	Doongrindie.
Ruttunpoor, 3 villages.	Laloutree.
Rampoor.	Poe.
Sohan.	Pooryzindeh.
Slimpoor, 6 villages.	Bansree, 2 villages.
Dowlet Serai.	Turwa.
Tamoulee.	Sahindee, 6 villages.
Hansahi, 2 villages.	Surantee, 3 villages.
Kankrey.	Ghounree.
Jumhora.	Dhounspore, 2 villages.
Berhar Bumunpoor, 2 villages.	Cassimpoor Kusooah, 2 villages.
Kurreeyma.	Sagaur.
Nuksoond.	Rehal.
Mamodhun, 2 villages.	Anlatee, 2 villages.
Gohamani.	Taalookeh Sermuttra, 19 villages.
Allapoor Nijampoor, 2 villages.	Billoneh, 2 villages.
Sunkouree.	Rejorinee, 2 villages.
Dadoor.	Purbainee.
Allyghur.	Uttersooma.

Total villages 176.

## DISTRICT OF BUSAREE.

Busaree Khas Turf.	Hudun.
Bhoosa, 7 villages.	Bhagtul.
Moharee.	Moonduk.

DISTRICT OF BUSAREE—*concluded*.

Pattra.  
Rampoor.  
Samoulee.  
Berai Barout.  
Naneeree Chundoo.  
Palee.

Kundawra.  
Jaruk.  
Mei.  
Bharlee, 2 villages.  
Kusoha.  
Hungota, 2 villages.

Total villages 25.

## DISTRICT OF JUPOWLEE.

Jupowlee Khas, 6 villages.  
Afzulpoor.  
Arwa.  
Bilownee.  
Redawolee.  
Juggowda Ghurree.  
Jehanpoor Weiran.

Cootubpoor.  
Lalounce.  
Luckeepoora.  
Mihrolee.  
Morawlee.  
Moobarickpoor.  
Nugla Dholekha.

Total villages 19.

## DISTRICT OF PEPPERHUTT.

Pepperhutt Khas, 2 villages.  
Rankhutt.  
Goorgaha.  
Bhur Koojra.  
Noorpoor.

Bhuround.  
Nandunpoor.  
Bhuroun.  
Peper Khodamir.

Total villages 10.

## DISTRICT OF SEYPOW.

Seypow Khas, 4 villages.  
Tusgoon.  
Peprawa, 5 villages.  
Nugla Jugta.  
Aree.  
Coolwa.

Nounera Rawut.  
Hajeypoor.  
Sunra.  
Rujora Kulan.  
Rujora Khoord, 3 villages.

Total villages 20.

## DISTRICT OF BUSSEE.

Bussee Khas, 4 villages.  
Buderka.  
Jarowlee.  
Deonaree.  
Rajpoor.  
Sungora.

Malounce.  
Jumalpoor.  
Suykunna Khoreeda, 3 villages.  
Catree, 3 villages.  
Golee.

Total villages 18.

## DISTRICT OF SUCKRA.

Suckra Turf Nahar.  
Rawut, 10 villages.  
Doojunpoora.

Arouda Puttee Turf Chobda.  
Suckra Turf Surbjeeth.  
Suckra Turf Sookjeeta.

Total villages 14.

*A list of desolate Villages attached to the pergunnah of Baree according to the list of the Canoongoo, from which no collections were made in the year 1212 Fuslee.*

Junpoora.  
Mirzapoor.  
Ooliassa.  
Bisonda.  
Jeroree.  
Sumerdha.  
Zumboora Buzoorg.  
Aitimadpoor.  
Bunwa.  
Joojowlee.

Fureedpoor.  
Mehmapoor.  
Loonjpoora.  
Goonjrounda.  
Hassai.  
Cassai.  
Nunah Saleh.  
Sumhola.  
Bozeedpoor.

Total villages 19.

Grand Total, villages in pergunnah Baree, 301.

## PERGUNNAH RAJAH CERAH.

Kusbeh Turf Joora, 2 villages, 7 biswas.  
Kusbeh Turf Mudwar, 13 biswas.  
Joonawud Suckroda, 2 villages.  
Deogur, 2 villages.  
Baburpoor.  
Sunkowlee Kulan.  
Nareila, 3 villages.  
Bagwonpoor.  
Judapoor Jarra, 3 villages, 5 biswas.  
Jeetpoor.  
Concla.  
Hutwaree, 2 villages, 10 biswas.  
Maroulee, 2 villages, 10 biswas.  
Nagur.  
Daggee.  
Bidar.

Carrealpoor.  
Backpowla Matowlee, 2 villages.  
Khanpoor.  
Shekhpoor.

Soonmullee.  
Neemdanda.  
Garroopoor.  
Doongerpoor.  
Bajmah Waghyreh, 11 villages, 15 biswas.  
Guneidee.  
Bussee Turf Kublall, 1 village, 10 biswas.  
Zameen Bahadurpoor.  
Bussee Narain and Ajibe Singh, 2 villages, 10 biswas.  
Buchporee.  
Pulwa.  
Bursla.  
Deyra.  
Paharee.  
Poorae Dummee.  
Kareepoor Radhai, 2 villages.  
Gurrateh.  
Ghurree Jafeh, 2 villages.

Grand Total, villages in pergunnah Rajah, Cerah, 64.

The  
Rajah's  
Seal.

## No. CXXIV.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS RAEES-OOD-DOWLAH SEPADAR-OLMOOLK MAHARAJA DHEERAJ SREE SEWAE RANA BHUGWUNT SING LOKENDUR BAHADOOR DULER JUNG JEYDEO of DHOLEPOOR, his heirs, and successors, executed on the one part by CAPTAIN CHARLES KENNETH MACKENZIE WALTER, in POLITICAL CHARGE of the DHOLEPOOR STATE, under authority from COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., G.C.S.I., VICEROY and GOVERNOR-GENERAL OF INDIA, and on the other part by PIRBHOO LALL, NAZIM ADAWLUT, and a MEMBER of the DHOLEPOOR COUNCIL, in virtue of the full powers conferred on him by the MAHARANA aforesaid.—1868.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Dholepoor State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Dholepoor, committing a heinous offence within the limits of the Dholepoor State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 3.

That any person, other than a Dholepoor subject, committing a heinous offence within the limits of the Dholepoor State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the Political supervision of Dholepoor may at the time be vested.



## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences:—

- |   |  |
|---|--|
| 1. Murder.  | 11. Robbery.                                   |
| 2. Attempt to murder.                                 | 12. Burglary.                                  |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                              |
| 4. Thuggee.   | 14. Arson.                                     |
| 5. Poisoning.   | 15. Forgery.                                   |
| 6. Rape.  | 16. Counterfeiting coin or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                  |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.     |
| 9. Selling females.                                   | 19. Abetting the above offences.               |
| 10. Dacoitee.   |  |

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties except so far as any Treaty may be repugnant thereto.

Signed, sealed, and exchanged at Bhurtpoor this fourteenth day of January, A.D. eighteen hundred and sixty-eight, corresponding to the fifth day of Magh Buddee, Sumbut, nineteen hundred and twenty-four.

(Sd.) C. K. M. WALTER,

*In Political charge of Dholepoor.*

Seal.

(Sd.) MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the fifteenth day of February 1869.

(Sd.) W. S. SETON-KARR,  
*Secy. to Govt. of India, Foreign Dept.*

No. CXXV.

AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 15th February 1869 between the British Government and the Dholepore State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Dholepore State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Dholepore State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Dholepore State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Dholepore this third day of September A.D. one thousand eight hundred and eighty-seven.

Seal.

(Sd.) NIHAL SINGH,  
Signature of His Highness the Maharaj  
Dholepore.

Seal.

(Sd.) N. C. MARTELLI, *Major,*  
*Politl. Agent, Bhurtpore and Kerowlee.*

(Sd.) DUFFERIN,  
*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,

*Secy. to the Govt. of India, Foreign Dept.*

## NO. CXXVI.

DHOLPUR SALT AGREEMENT, dated the 14th January 1879.  
RATIFIED THE 25TH FEBRUARY 1879.

### ARTICLE 1.

The Maharana of Dholpur agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Dholpur State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase all existing salt-works, so that salt cannot there be made.

### ARTICLE 2.

No tax, toll, transit duty or due of any kind whatsoever shall be levied by or with the permission or knowledge of the Maharana of Dholpur on any articles (not excepted under the next following clause), whether exported from or imported into or carried through the Dholpur State.

Provided that nothing in the foregoing clause shall be held to debar the Maharana of Dholpur from levying such duties or taxes on sulphur, saltpetre, tobacco, opium, bhang, ganja, spirits and other intoxicating drugs and preparations as he may from time to time consider expedient: and provided further that nothing in the said clause shall be held to affect the royalties levied on stone and minerals extracted from State quarries, grass and timber grown on State domains and the like.

### ARTICLE 3

The Maharana agrees to prevent the importation into, and consumption within the Dholpur State of any salt whatever other than salt on which duty has been levied by the British Government, and the three hundred maunds of salt mentioned in Article 7.

### ARTICLE 4.

The Maharana agrees to prohibit the export from his State into British territory of bhang, ganja, spirits, opium or other intoxicating drug or preparation.

## ARTICLE 5.

If any considerable stocks of salt be proved to exist within the Dholpur State at the time when this agreement comes into force the Maharana will, if so required by the British Government, take possession of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government, at such equitable valuation as he may fix in concurrence with the Political Agent, or of paying to the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix.

In the event of the owners as aforesaid accepting the latter alternative, they shall be allowed to retain the salt on which duty so provided may be paid, but not otherwise.

## ARTICLE 6.

The losses of salt manufacturers in the Dholpur State, consequent on the suppression of local salt works hereinbefore provided for, having been considered in concert by the British Government and the Maharana of Dholpur, the British Government hereby agree to pay to the Maharana of Dholpur a lump sum of three hundred and sixty rupees (Rs. 360) as compensation to the said manufacturers, and the Maharana of Dholpur agrees to distribute the whole of the said sum, in consultation with the Political Agent, amongst the said persons in such wise as may be most equitable.

## ARTICLE 7.

In consideration of the due and effectual observance by the Maharana of Dholpur of all the stipulations hereinbefore provided the British Government agree to pay to the Maharana yearly the sum of sixty thousand rupees (Rs. 60,000) in half yearly instalments; the first instalment to be paid after the expiration of six months from the date on which this agreement comes into force. The Maharana agrees to pay out of this above-said sum a yearly compensation not exceeding rupees three thousand (Rs. 3,000) (the exact amount to be determined on consultation by the Maharana and the Political Agent) to the Rao of Sir Muttra in consideration of his relinquishing all taxes, tolls and duties of every kind on all articles entering, leaving, or passing through his estates.

The Maharana also agrees to pay yearly to the Lumbardars of the several villages enumerated in Schedule A, annexd to this Agreement, in which salt manufacture shall have been suppressed in accordance with the provisions of this agreement, the sums therein specified as compensation for their loss of Huq Lumbardari.

Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, three hundred (300) maunds of salt of good quality for the use of the Maharana of Dholpur to any one empowered by the Maharana in that behalf. This salt shall be forthwith removed into the Dholpur State and shall not be re-exported therefrom.

## ARTICLE 8.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both parties.

## ARTICLE 9.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

## SCHEDULE A (REFERRED TO IN ARTICLE 7).

*Statement of annual compensation to be paid to village headmen in the State of Dholpur on the suppression of salt manufacture for loss of Huq Lumbardari.*

No.	Name of village.	Amount of Compensation.		
		Rs. a. p.		
	PARGANA GIRD.			
1.	Pachgaon . . . . .	20	0	0
2.	Ondela . . . . .	6	0	0
3.	Sauda . . . . .	17	0	0
4.	Lohari . . . . .	18	0	0
5.	Tore . . . . .	9	0	0
6.	Deilhara . . . . .	8	0	0
7.	Sarkoli . . . . .	7	0	0
8.	Doobra . . . . .	2	0	0
9.	Ullepura . . . . .	8	0	0
10.	Sarkankhera . . . . .	5	0	0
11.	Bironda and Aidalpur . . . . .	7	0	0
12.	Masoodpur . . . . .	3	0	0
13.	Jeroli . . . . .	3	0	0
14.	Cazipur . . . . .	5	0	0
15.	Thaggaoli . . . . .	5	0	0
16.	Bishnoda . . . . .	8	0	0
17.	Mangrole . . . . .	11	0	0
18.	Barehta . . . . .	4	0	0
19.	Kherli . . . . .	3	0	0
20.	Kharagpur . . . . .	10	0	0
TOTAL		159	0	0

*Statement of annual compensation to be paid to village headmen in the State of Dholpur, etc.—contd.*

No.	Name of Village.	Amount of Compensation.
	PARGANA RAJAKHERA.	Rs. a. p.
1.	Khoord . . . . .	8 0 0
2.	Singaoli . . . . .	8 0 0
3.	Chammurpur . . . . .	4 0 0
4.	Athgawan—	
	(1) Hathwari . . . . .	10 0 0
	(2) Ganehdi . . . . .	10 0 0
	(3) Garraech . . . . .	7 0 0
	(4) Bintipura . . . . .	8 0 0
	(5) Jussoopura . . . . .	6 0 0
	(6) Tarraoli . . . . .	3 0 0
	TOTAL .	64 0 0

	PARGANA KOLARI.	
1.	Sapao . . . . .	22 0 0
2.	Piprowah . . . . .	17 0 0
3.	Bhadiana . . . . .	65 0 0
4.	Kharagpur . . . . .	35 0 0
5.	Sakhwara . . . . .	10 0 0
6.	Manpur . . . . .	4 0 0
7.	Nonera Rawat . . . . .	6 0 0
	TOTAL .	159 0 0

	PARGANA BARI.	
1.	Khanpur and Bari . . . . .	30 0 0
2.	Karerwa . . . . .	6 0 0
3.	Hoosenpur . . . . .	7 0 0
4.	Koonkoota . . . . .	4 0 0
5.	Ratanpur . . . . .	11 0 0
6.	Bilowni . . . . .	7 0 0
7.	Paguli . . . . .	6 0 0
8.	Saheri . . . . .	15 0 0
9.	Nagla Bhedowra . . . . .	18 0 0
	TOTAL .	104 0 0

*Statement of annual compensation to be paid to village headmen in the State of Dholpur, etc.—concl'd.*

No.	Name of Village.	Amount of Compensation.
	PARGANA BASSERI.	Rs. a. p.
1.	Jargah . . . . .	10 0 0
2.	Mamodhun . . . . .	18 0 0
3.	Bagthur . . . . .	22 0 0
4.	Bhargoora . . . . .	6 0 0
5.	Nonhera . . . . .	8 0 0
6.	Piprone . . . . .	32 0 0
7.	Palli . . . . .	2 0 0
8.	Jassoopoora . . . . .	15 0 0
9.	Salempur . . . . .	9 0 0
	<b>TOTAL</b>	<b>122 0 0</b>

**ABSTRACT.**

Pargana Gird . . . . .	159 0 0
Do. Rajakhhera . . . . .	64 0 0
Do. Kolari . . . . .	159 0 0
Do. Bari . . . . .	104 0 0
Do. Basseri . . . . .	122 0 0
<b>TOTAL</b>	<b>608 0 0</b>

## VI.—ALWAR AGENCY.\*

## ALWAR.

The Alwar State is composed of petty Chiefships, which till the middle of last century owed allegiance to Jaipur and Bharatpur. The southern portion was usurped about 1780, during the minority of the Maharaja of Jaipur, by Partab Singh of the clan of Naruka Rajputs, who was holding Macheri as a fief from Jaipur with the title of Rao. Partab Singh was succeeded by his adopted son, Bakhtawar Singh, with whom the first relations of the British Government were formed. Ahmad Baksh Khan, the Alwar wakil, joined Lord Lake at the commencement of the war with the Marathas, and received the grant of Loharu from Alwar and of Firozpur from Lord Lake as a reward for his services (see *Loharu, Vol. VIII*). The Maharao Raja accepted the protection of the British Government in 1803, and a Treaty (No. CXXVII) of offensive and defensive alliance was concluded; Alwar was to pay no tribute, but its troops were to co-operate with those of the British Government. As a reward for the assistance which Alwar rendered in the campaign, the districts, which had been granted to Bharatpur and afterwards resumed, were conferred in 1803 on the Maharao Raja by a Sanad (No. CXXVIII) from Lord Lake. In 1805 an exchange of territories was effected (No. CXXIX) with Alwar for mutual convenience.

It was discovered in 1811 that the Chief of Alwar had interfered in the affairs of Jaipur, and engaged to be security for the payment of Rs. 1,50,000 a month to a Pathan adventurer, Muhammad Shah Khan, for the supply of troops to establish one Khushhali Ram as Minister of Jaipur. Although the obligation to form no such engagements without the knowledge and consent of the British Government necessarily resulted from the nature of the relations practically subsisting between the two Governments, it was not specifically included among the provisions of the treaty. A fresh Engagement (No. CXXX) was therefore made in 1811 with the Maharao Raja, expressly prohibiting political intercourse with other States without the cognizance and approval of the British Government. In 1812 Bakhtawar Singh took possession of the forts of Dhobi and Sikrawa and adjoining territory belonging to Jaipur, and refused to restore them on the remonstrance of the Resident at Delhi. As this was a direct violation of his engagements, it became a question whether to

\* The Agency is controlled by the Political Agent in Alwar, with head-quarters at Alwar.



dissolve the alliance with him. To this course there were many objections, and chiefly that the Alwar State would have been left exposed to the invasion of Pindari leaders; it was therefore resolved to compel the Maharao Raja to restore the forts and territory to Jaipur. A force was moved against him, and when the troops were within one march of his capital Bakhtawar Singh yielded, restored the usurped territory, and paid three lakhs of rupees as the expenses of the British expedition. It was the intention of Government, had actual hostilities taken place, to have punished the Chief by resuming the districts conferred on him by Lord Lake, and even annexing his entire territories had his conduct justified such a measure.

Bakhtawar Singh died in 1815, and the question was raised whether the lands granted in 1803 should lapse; Government, however, decided not to interfere with them. On Bakhtawar Singh's death a dispute arose as to the succession. Banni Singh, the nephew and adopted son of the late Maharao, was supported by the Rajput nobles, while Balwant Singh, an illegitimate son, was supported by a Muhammadan faction headed by Ahmad Bakhsh Khan. A compromise was effected, and it was agreed that the nephew should enjoy the title while the illegitimate son should exercise the power of the State; this arrangement was sanctioned by the British Government. Both parties were minors at the time of this agreement, and when they grew up Maharao Banni Singh seized the reins of the administration and made his cousin a prisoner. Moreover an attempt was made on the life of Ahmad Bakhsh Khan while he was a guest of the Resident at Delhi. The crime was traced to the instigation of persons at the Court of Alwar, and the Chief was required to surrender them, but it was not till 1826, after the fall of Bharatpur and the advance of a British force on Alwar, that the Chief complied. The Maharao Raja was then required (1826) to agree (No. CXXXI) to make a provision, half in land and half in money, for Balwant Singh and the lawful heirs of his body. The lands reverted to Alwar on the death of Balwant Singh without issue.

In 1831 a negotiation was discovered between Alwar and Jaipur, originating in the desire of the Chief of Alwar to do fealty to Jaipur and receive a *khilat* of investiture. This correspondence was considered to be a breach of treaty engagements, but not to be in itself of much importance.

Banni Singh died in 1857 after the outbreak of the mutinies. After his death the Muhammadan Ministers acquired an ascendancy over his son,

Sheodan Singh, then thirteen years of age. Their influence, however, was obnoxious to the Rajput nobles who rose and expelled them. The Ministers were compelled to reside at Benares under surveillance, and a Political Agent was appointed to Alwar to advise and assist the Council of Regency which was formed to conduct the administration during the young Chief's minority. Sheodan Singh attained his majority in September 1863, and was put in charge of the administration, but it was resolved to retain the Political Agent at Alwar for a further period of two years.

In 1862 the Chief was guaranteed the right of adoption (see No. V).

In 1865 the Alwar State consented to give the land required for railway purposes, free of cost; to compensate the owners; to cede full jurisdiction over this land, short of sovereign rights, to the British Government; and to surrender all transit and other duties on goods passing through the State. No formal agreement, however, has been concluded to this effect.

In 1867 an extradition Treaty (No. CXXXII) was concluded with Alwar. But this was modified in 1887 by an Agreement (No. CXXXIII) providing that, in the extradition of offenders from British India to Alwar, the procedure for the time being in force in British India should be followed.

The affairs of the State soon after the Chief's accession to power fell into confusion: the Muhammadan Ministers, who had been permitted to return from Benares to Delhi, on condition of their having no communication with Alwar, regained their ascendancy and wielded the real power of the State. The discontent of the Maharao Raja's subjects showed itself in an unsuccessful insurrection headed by Thakur Lakhdhir Singh; a settlement was temporarily effected, but the extravagance of the Chief, his Muhammadan sympathies, and his resumption of numerous hereditary holdings and religious grants widened the breach, and the authoritative interference of the British Government became necessary. In 1870, therefore, the Maharao Raja was deprived of power and a Council of Management, presided over by a British officer, was formed; a sum of Rs. 15,000 per mensem was fixed for the personal expenditure of the Chief, and an establishment on a reasonable scale was allotted for his use; but the Maharao Raja continued to oppose all measures of reform and to foment dissension among the Thakurs, until at length he was warned that, if any disturbance took place, he would be removed from Alwar. This warning proved sufficient to

check all overt opposition, but the Chief could not again be entrusted with the management of his State, and the administration continued to be carried on by the Council.

Sheodan Singh died in October 1874 without an heir either lineal or adopted. The State consequently escheated to Government; but, in view of all the circumstances of the case, it was decided to allow the selection of a ruler from the collateral branches of the former ruling family. The choice between Thakur Mangal Singh of the Thana family and Thakur Lakhdhir Singh of Bijwar, who appeared to have the strongest claims to the vacant *gadi*, was left to the twelve Kotris, as the Naruka families are called. A majority was in favour of Mangal Singh, who was therefore recognised by the British Government as ruler of Alwar. Maharao Raja Mangal Singh being a minor, the affairs of the State continued to be conducted by a Council presided over by the Political Agent, until December 1877, when the Chief was invested with full governing powers.

In 1873 British copper coin was introduced into the State.

The Alwar State agreed in January 1875 that the code of rules drawn up in 1873, for regulating the pursuit and extradition of criminals on the Patiala and Jaipur border (see Jaipur), should be reciprocally observed between Alwar and Patiala or any other Punjab State touching or closely adjoining Alwar. On the 22nd March 1879 these rules were formally declared to be in force between Patiala, Nabha and Alwar. In 1882 a set of rules for facilitating the arrest and surrender of criminals was introduced in the States of Alwar and Bharatpur with the approval of the Government of India; and in 1889 similar rules were approved as a tentative measure for one year with the Jaipur State. In 1891 the latter were extended for another year, and were finally and permanently adopted in 1894. Similar rules were also introduced between Alwar and Bikaner in 1899.

In 1877 the Maharao Raja entered into an Agreement (No. CXXXIV) with the Government of India under the Native Coinage Act of 1876 for the supply to the State, from the Calcutta Mint, of silver coins bearing the Alwar device, and to abstain from coining silver in his own mints for 30 years.

In 1879 an Agreement (No. CXXXV) was entered into with the Alwar Darbar for the suppression of the manufacture of salt within the State; for the prevention of the importation or consumption in the State of any but

British duty paid salt ; and for the abolition of duties on all articles, excepting bhang, ganja, spirits, opium, or other intoxicating drugs. In return for this the British Government agreed to pay the Chief Rs. 1,25,000 annually, and to deliver yearly at Sambhar, free of cost and duty, 1,000 maunds of good salt for his use.

On the 1st August 1885, in consequence of frequent disputes between Alwar and Bharatpur, regarding the irrigation of certain villages by the waters of the Ruparel river, an exchange of the undermentioned villages was effected with the permission of the Government of India (Government letter No. 252, dated 22nd January 1886) :—

## Transferred to Bharatpur.

Pipal Khera.

Maliki.

Nakatpur.

Bakshuka.

Talchera.

## Transferred to Alwar.

Khera.

Latki.

Sita Ram-ka Nagla.

Mankhera.

Garó.

In 1885 the Maharao Raja was appointed an Honorary Lieutenant-Colonel in the British army ; and in 1886, a Knight Grand Commander of the Star of India. On the 1st January 1889, the title of Maharaja was conferred on the Chief as an hereditary distinction.

In 1889 the Maharaja offered to place 600 cavalry and 1,050 infantry at the disposal of the Government of India for Imperial Service purposes.

Maharaja Mangal Singh died on the 22nd May 1892, and was succeeded by his only son, Jai Singh, born on the 14th June 1882, the administration of the State being carried on by the State Council under the general supervision of the Political Agent.

In 1898 an Agreement (No. CXXXVI) was entered into between Maharaja Sawai Jai Singh and the British Government for the effective control and discipline of the Imperial Service troops maintained by the State, when serving beyond its frontier. Two years afterwards 700 of the Imperial Service infantry took part in the China Expedition.

On the 1st July 1902 the Alwar State entered into an agreement for the introduction of postal unity, and the free annual grant of service stamps to the State was raised from Rs. 1,800 to Rs. 6,000, with effect from the 1st April 1904.

Maharaja Sawai Jai Singh was invested with ruling powers on the 10th December 1903.

In 1904 the Maharaja ceded to the British Government full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by the Rewari-Phulera Chord Railway (No. CXXXVII).

In September 1904 rules for ensuring satisfactory co-operation between the State police and those of the adjoining British District of Gurgaon in the Punjab were introduced tentatively for one year. Their permanent adoption was sanctioned by the Government of India in June 1906.

The area of Alwar is 3,141 square miles; and the population, according to the census of 1901, is 828,487. The revenue from all sources is about Rs. 30,50,000. The State pays neither tribute nor contribution.

The military forces, including irregulars, consist (1905) of 559 Imperial Service cavalry, and 893 Imperial Service infantry, with a complete transport of 211 men, 555 ponies, mules, and camels, and 103 carts; 180 artillery men, 272 guns, all serviceable, 70 cavalry and 519 infantry.

The Chief receives a salute of 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

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*Nimrana.*—Among the lands granted to Alwar by Lord Lake in 1803 was the district of Nimrana. The Chief of this district for many years urged claims to independence of Alwar which were frequently rejected; they were again brought forward in 1860. A full investigation was made, and it was clearly proved that the Alwar Chief had conferred the district on Chandarbhan, Raja of Nimrana, subject to a payment of Rs. 8,648, being the amount of tribute levied by the Marathas on Nimrana; that in consequence of Chandarbhan's rebellion, the lands were afterwards resumed by Alwar with the consent of the British Government, and held till 1815, when a portion of them was restored; and that when the Nimrana Chief claimed the restoration of the remainder, the British Government declined to interfere. It was, therefore, finally decided in 1862 that Nimrana is a fief of Alwar. The measure of feudal subjection, however, remained undecided for years; finally, after a lengthened correspondence, it was agreed (No. CXXXVIII) in 1868 that, though his claim to independence could not

be admitted, the Chief of Nimrana should pay an annual sum fixed for terms of thirty years to the Maharao Raja of Alwar, who should receive it as a full compensation for all conditions of feudal subjection. This sum for the first thirty years was Rs. 3,000 per annum. It was further decided that the Chief of Nimrana has the right to adopt; but is bound, in the first instance, to consult the Maharao Raja of Alwar. In case of disagreement the decision rests with the British Government. The first period of 30 years having expired on the 31st December 1898, the Raja was required to pay to the Alwar Darbar an enhanced sum of Rs. 4,300 a year for a second period of 30 years, commencing from the 1st January 1899.

Raja Mokand Singh died at the Mayo College, Ajmer, in December 1885, and was succeeded, with the sanction of the Government of India, by his first cousin Janak Singh, who was born on the 3rd November 1875 and educated at the Mayo College. During the minority the estate was under the superintendence of the Political Agent in Alwar.

Raja Janak Singh was invested with powers on the 16th October 1896.

The income of the Chiefship is Rs. 38,000 per annum; and its population, according to the census of 1901, is 8,799.

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## No. CXXVII.

ARTICLES of a TREATY agreed upon between HIS EXCELLENCY GENERAL GERARD LAKE, COMMANDER-IN-CHIEF of the BRITISH FORCES in INDIA, in virtue of authority granted for that purpose by HIS EXCELLENCY the MOST NOBLE the MARQUIS WELLESLEY, GOVERNOR-GENERAL, &c., &c., &c., and MAHA RAO RAJAH SEWAE BUKTAWUR SING BAHADOOR—1803.

## ARTICLE 1.

A permanent friendship is established between the Honourable the English East India Company and Maha Rao Rajah Sewae Buktawur Sing Bahadoor and between their heirs and successors.

## ARTICLE 2.

The friends and enemies of the Honourable Company shall be considered the friends and enemies of Maha Rao Rajah, and the friends and enemies of Maha Rao Rajah shall be the friends and enemies of the Honourable Company.

## ARTICLE 3.

The Honourable Company shall not interfere with the country of Maha Rao Rajah nor shall demand any tribute from him.

## ARTICLE 4.

In the event of any enemy evincing a disposition to attack the countries now in the possession of the Honourable Company or of their allies in Hindoostan Maha Rao Rajah agrees to send the whole of his force to their assistance, and to exert himself to the utmost of his power to repel the enemy, and to omit no opportunity of proving his friendship and attachment.

## ARTICLE 5.

As from the friendship established by the second Article of the present Treaty the Honourable Company become guarantee to Maha Rao Rajah for the security of his country against external enemies, Maha Rao Rajah hereby agrees that, if any misunderstanding should arise between him and the Circar of any other Chieftain, Maha Rao Rajah will, in the first instance, submit the cause of dispute to the Company's government, that the government may endeavour to settle it amicably. If, from the obstinacy of the opposite party no amicable terms can be settled then Maha Rao Rajah may demand aid from the Company's government. In the event above stated in this Article it will be granted, and Maha Rao Rajah agrees to take upon himself the charge of the expense of such aid at the same rate as has been settled with the other Chieftains of Hindoostan.

The above Treaty, comprised in five Articles, has been duly exchanged under the seal and signature of His Excellency General Gerard Lake, and under the seal and signature of Maha Rao Rajah Buktawur Sing Bahadoor, at Puhessur, on the 14th day of November, 1803 of the Christian era, agreeing with the 26th of Rujib, 1218 Hegira, and the 15th of Aghun, 1860 Summut. When a Treaty containing the above five Articles shall be delivered to Maha Rao Rajah, under the seal and signature of His Excellency the Most Noble the Marquis Wellesley, Governor-General, &c., &c., &c., the present Treaty, under the seal and signature of His Excellency General Lake, shall be returned.

The Rajah's  
Seal.

(Sd.) G. LAKE.

L. S.

Company's  
Seal.

(Sd.) WELLESLEY.

This Treaty was ratified by the Governor-General in Council the 19th December 1803.

### NO. CXXVIII.

#### TRANSLATION of a SUNNUD from GENERAL LORD LAKE, to RAJAH SEWAE BUKTAWUR SING of ULWUR—1803.

To all mootsuddies present and future, as well as to amils, chowdrees, kanoongoes, zemindars, and cultivators of pergunnahs Ismailpoora and Moodawur, with the talookas of Durbarpore, Rutae, Neemrana, Mundun, Ghelote, Beejwar, Suraie, Dadree, Loharoo, Boodwanah, and Bhoodchalnahur under the Soobah of Shahjehanabad: Let it be known that between the Honourable the East India Company of England and Maha Rao Rajah Sewae Buktawur Sing, the friendship which existed has been strengthened; therefore, with a view of proving and making this fact public to every one, General Lord Lake directs that the above-mentioned districts be made over to the Maha Rao Rajah for his expenses, subject to the concurrence of the Most Noble the Governor-General, Lord Wellesley.

On the permission of the Governor-General being received, another Sunnud will be given in place of the present one, which will be recalled.

Until another Sunnud arrives, this one will remain in possession of the Maha Rao Rajah.



Pergunnahs Ismailpore and Moodawur, with the talookas of Durbarpore, Rutae, Neemrana, Mundun, Beejwar and Ghelote and Suraie, Dadree and Loharoo, Boodwanah and Boodchalnahur.

*Dated the 28th November A. D. 1803, corresponding with the 12th of Shaban, 1218 Hijree, or Aghun Sood Pooranwasee, Sumbut 1860.*

(Sd.) G. LAKE.

## No. CXXIX.

TRANSLATION of an ENGAGEMENT entered into by the VAKEEL of the RAO RAJAH—1805.

I, Ahmud Buksh Khan, having full powers from Maha Rao Rajah Sewae Bukhawur Sing, engage, on behalf of myself and the Maha Rao Rajah aforesaid, that one lakh of Rupees shall be paid to the British Government on account of the grant of the fort of Kishenghur, together with its dependencies and the stores contained in the fort and the pergunnahs of Tijara, Tapookeeah and Kultoomaun received in exchange of Dadree, Budwanor, and Bhawna Kerjab, shall be given under the seal and signature of the Maha Rao Rajah; also that the bund of the Laswarree nuddee shall always be open, inasmuch as is necessary for the benefit of the country of the Bhurtpore Rajah. The Maha Rao Rajah will strictly adhere to this agreement.

Whenever an engagement ratified by the Maha Rao Rajah shall be received, this paper shall be returned.

This paper is to be considered as a formal engagement, 21st Rujib, 1220 Hegira.

Seal of  
Ahmud  
Buksh Khan.

(A true translation.)

(Sd.) C. T. METCALFE,  
A. G. G.

L.S.

## No. CXXX.

ENGAGEMENT on the part of MAHA RAO RAJAH BUKTAWUR SING, RAJAH of MACHERRY, dated 16th July 1811.

Whereas the strictest unity of interests is firmly established between the British Government and Maha Rao Rajah Sewae Bukhawur Sing, and

whereas it is expedient that this should be universally known and understood, the Maha Rao Rajah hereby engages, for himself and his heirs, and successors, that he will never enter into any engagements or negotiation whatever with any other State or Chief without the knowledge and consent of the British Government ; with this view the present engagement is written on the part of Maha Rao Rajah Sewaee Buktawur Sing, this 16th day of July 1811 of the Christian era, corresponding with the 24th of Jamadee-ool-Sanee, 1246 Hegira, it being understood that the Treaty formerly concluded between the two States is by no means annulled by the present engagement, but, on the contrary, is hereby confirmed and strengthened.

Seal of  
Maharajah Rao  
Buktawur  
Sing.

Signature of

MAHA RAO RAJAH BUKTAWUR SING.

No. CXXXI.

ENGAGEMENT on the part of MAHA RAO RAJAH SEWAEEN BENEEN SING—1826.

Whereas certain districts, Tijara, Tupookra, Butaee, Moondawur, &c., were granted to the late Rao Rajah Buktawur Sing by the British Government through the mediation of General Lord Lake, I cede an equivalent for those districts, half in territory and half in money, to my dear brother, Rajah Bulwunt Sing and his heirs in perpetuity, according to the desire of the British Government. The said Rajah shall be absolute master of the ceded territory and pecuniary stipend. If he or any of his descendants die childless, and no heirs of his body remain, then the territory settled shall revert to the principality of Ulwur. If the said Rajah or any of his descendants adopt any son other than the issue of his own loins, the territory and pecuniary stipend shall not go to the adopted child. The territory to be settled on the Rajah shall be compact and adjoining to the frontier of the British dominions, and shall be under the protection of the British Government. Brotherly relation shall continue between me and the said Rajah. The British Government shall be guarantee of this engagement both for me and for the said Rajah.

*Magh Soodee Jyett Sumbut 1822, 14th Rujib, 1241 Hegira, 21st February 1826.*

(A true translation.)

(Sd.) C. T. METCALFE,

L.S.

Resident.

Confirmed by the Governor-General in Council on 14th April 1826.

## No. CXXXII.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS SEWAEE SHEODAN SING, MAHARAO RAJA of ULWUR, his heirs and successors, executed on the one part by COLONEL WILLIAM FREDERICK EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HONORABLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by LALLA OOMAPURSHAD in virtue of the full powers conferred on him by MAHARAO RAJA SEWAEE SHEODAN SING aforesaid—1867.

## ARTICLE 1.

That any person, whether a British or a Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Ulwur State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Ulwur, committing a heinous offence within the limits of the Ulwur State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 3.

That any person, other than an Ulwur subject, committing a heinous offence within the limits of the Ulwur State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Officer, in whom the political supervision of Ulwur may at the time be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1.—Murder.  | 11.—Robbery.                                    |
| 2.—Attempt to murder.                                 | 12.—Burglary.                                   |
| 3.—Culpable homicide under aggravating circumstances. | 13.—Cattle-theft.                               |
| 4.—Thuggee.   | 14.—Arson.                                      |
| 5.—Poisoning.   | 15.—Forgery.                                    |
| 6.—Rape.  | 16.—Counterfeiting coin, or uttering base coin. |
| 7.—Causing grievous hurt.                             | 17.—Criminal breach of trust.                   |
| 8.—Child-stealing.                                    | 18.—Criminal misappropriation of property.      |
| 9.—Selling females.                                   | 19.—Abetting the above offences.                |
| 10.—Dacoitee.   |   |

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

*Done at Mount Aboo this 12th day of October in the year of our Lord 1867.*

*(In Persian.)*

Signature of

OOMAPURSHAD,

*Vakeel of Ulwur.*

(Sd.) W. F. EDEN,

*Agent, Governor-General.*

(Sd.) JOHN LAWRENCE.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the 29th day of October 1867.

(Sd.) W. MUIR,

*Foreign Secretary.*

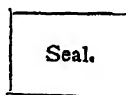
## No. CXXXIII.

## AGREEMENT SUPPLEMENTARY to the TREATY of 1867, regarding EXTRADITION—1887.

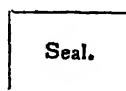
Whereas a Treaty relating to the extradition of offenders was concluded on the 29th October 1867, between the British Government and the Ulwur State : And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Ulwur State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India : It is hereby agreed between the British Government and the Ulwur State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Ulwur State ; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Ulwur this fifteenth day of August in the year A.D. one thousand eight hundred and eighty-seven.

(Sd.) MANGUL SINGH,  
*Maharao Rajah of Ulwur.*



(Sd.) PHILIP D. PANK, *Surgeon, I.M.S.,*  
*In charge, Political Agency, Ulwur.*  
*Ulwar, 15th August 1887.*



(Sd.) DUFFERIN,

*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,

*Secy. to the Govt. of India, Foreign Dept.*

## No. CXXXIV.

## AGREEMENT under the NATIVE COINAGE ACT, 1876, with HIS HIGHNESS the MAHARAO RAJA of ALWAR—1877.

Articles of Agreement made this tenth day of May 1877, between the Government of India on the one part, and His Highness Sewaee Mangal Sing, Maharao Raja of Alwar, on the other part. Whereas under the Native Coinage Act, 1876, the Governor-General in Council has power from time to time to declare by Notification in the *Gazette of India* that a tender of payment of money, if made in the coins, or the coins of any specified metal, made

under the said Act for any Native State, shall be a legal tender in British India. And whereas, as by Section 4 of the said Act it is declared that such power shall be exercisable only under certain conditions, amongst which is the condition that the Native State for which such coins are coined shall enter into Agreements corresponding with the first three Articles of these presents. And whereas by section 5 of the said Act any such State is authorized to send to any Mint in British India metal to be made into coin under the same Act, and (subject as therein mentioned) the Mint Master is required to receive such metal and convert it into coin.

And whereas His Highness the said Maharao Raja of Alwar is a Native State within the meaning of the said Act, and has pursuant to such authority sent to the Mint of Calcutta silver to be coined under the said Act into two lakhs of rupees, and has requested the Government of India to exercise the power hereinbefore recited in the case of the said coins, and the Government of India has consented to exercise such power by issuing the requisite Notification in the *Gazette of India* on the execution by His Highness the said Maharao Raja of Alwar of this Agreement.

Now, these presents witness, and it is hereby agreed between the parties hereto as follows (that is to say):—

*Firstly.*—His Highness the Maharao Raja of Alwar agrees for himself and his successors to abstain during a term of thirty years from the date of the notification aforesaid from coining silver in his own Mint, and also undertakes that no coins, resembling silver coins, for the time being a legal tender in British India shall, after the expiration of the said term, be struck under the authority of himself or his successors, or with his or their permission at any place within or without his or their jurisdiction.

*Secondly.*—His Highness the said Maharao Raja of Alwar hereby agrees for himself and his successors that the law and rules for the time being in force, respecting the cutting and breaking of coin of the Government of India reduced in weight by reasonable wearing or otherwise, or counterfeit, or called in by proclamation, shall apply to the coins made for the said State under the said Act, and that the said State will defray the cost of cutting and breaking them.

*Thirdly.*—His Highness the said Maharao Raja of Alwar further agrees for himself and his successors not to issue the said coins below their nominal value, and not to allow any discount or other advantage to any person in order to bring them into circulation.

*Fourthly.*—His Highness the said Maharao Raja of Alwar agrees for himself and his successors that if at any time the Government of India calls in its coinage of rupees, His Highness or his successors will, if so requested by the Government of India, call in, at his or their own expense, all coins made for him under this Agreement.

In witness whereof His Highness the said Sewaee Mangal Sing, Maharao Raja of Alwar, Pandit Rup Narain Rai Bahadoor, Thakoor Mangal

Sing Rai Bahadoor, Thakoor Buldeo Sing, and Rao Gopal Sing, Members of the Regency Council, and Major Thomas Cadell, v.c., Political Agent, Alwar, on behalf of the Government of India have hereunto set their hands and seals the day and year first above written.

(Sd.) MANGAL SING

Seal.

„ RUP NARAYAN SHARMA, *Rai Bahadur*  
(*in vernacular*).

Seal.

Signature of THAKUR MANGAL SING, *Rai Bahadur*  
(*in Persian characters*).

Seal.

Signature of THAKUR BULDEO SING  
(*in Persian characters*).

Seal.

Signature of RAO GOPAL SING  
(*in Persian characters*).

(Sd.) T. CADELL, *Major,*  
*Political Agent, Alwar.*

His Excellency the Viceroy's seal.

Seal.

(Sd.) LYTTON,

*Viceroy and Governor-General of India.*

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the twenty-third day of July 1877.

Seal of  
Foreign  
Office.

(Sd.) T. H. THORNTON,

*Offg. Secy. to the Govt. of India, Foreign Dept.*

## No. CXXXV.

ULWUR SALT AGREEMENT, dated the 17TH APRIL 1879.

RATIFIED the 13TH MAY 1879.

## ARTICLE 1.

The Maharao Raja agrees to suppress and absolutely prohibit and prevent the manufacture of salt within the Ulwur State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy existing salt-pans, so that salt cannot be made therein.

## ARTICLE 2.

No export, import or transit duty of any kind shall be levied within the Ulwur State :

Provided that nothing in this Article shall be held to prohibit the levy by the Maharao Raja of Ulwur, of any octroi, choongi, or other cess or duty on any articles imported into any town within the Ulwur State and intended for actual consumption therein, where such octroi, choongi, cess or duty is levied at the date of this Agreement coming into force, or where such town contains a population of not less than five thousand (5,000) inhabitants ; and

Provided further that nothing in this Article shall be held to debar the Maharao Raja from levying any such duty on bhang, ganja, spirits, opium, or other intoxicating drug or preparation, as he may consider necessary.

## ARTICLE 3.

The Maharao Raja agrees to prevent the importation into and consumption within the Ulwur State of any salt other than salt upon which duty has been levied by the British Government, and the one thousand maunds of salt mentioned in Article 7.

## ARTICLE 4.

The Maharao Raja also agrees, if so required by the British Government, to prohibit the export from his State into British territory of any of the intoxicating drugs or preparations referred to at the close of Article 2.

## ARTICLE 5.

If any considerable stocks of salt be proved to exist within the Ulwur State at the time when this Agreement comes into force, the Maharao Raja



will, if so required by the British Government, take possession of such stocks of salt, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as he may fix in concurrence with the Political Agent at Ulwur, or of paying to the said Agent such duty not exceeding two rupees eight annas per maund as the Governor-General in Council may fix. In the event of the owners as aforesaid accepting the latter alternative, the salt on which the duty may be paid shall be restored to them.

#### ARTICLE 6.

If it be proved to the satisfaction of the Maharao Raja that private rights have in any case been infringed by the suppression of local manufacture above provided for, the Maharao Raja will equitably compensate any persons whose rights have been infringed for any losses thereby sustained.

#### ARTICLE 7.

So long as the Maharao Raja of Ulwur duly and efficiently observes the stipulations hereinbefore contained, the British Government agree to pay to him yearly the sum of one hundred and twenty-five thousand rupees in half-yearly instalments, the first instalment to be paid after the expiration of six months from the date on which this Agreement comes into force.

Further, the British Government engage to deliver yearly at Sambhar, free of cost and duty, one thousand maunds of salt of good quality for the use of the Maharao Raja of Ulwur to any one empowered by the said Maharao Raja in that behalf. This salt shall be forthwith removed into the Ulwur State and shall not be re-exported therefrom.

#### ARTICLE 8.

None of the stipulations herein agreed upon shall be in any way set aside or modified without the previous consent of both parties.

#### ARTICLE 9.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharao Raja of Ulwur, except in so far as its provisions may be repugnant hereto.

#### ARTICLE 10

This Agreement is to come into force from a date to be fixed hereafter by the British Government,

## No. CXXXVI.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJA SEWAI JEY SINGHJI of ULWAR, for the introduction of definite arrangements for the effective control and discipline of the ULWAR IMPERIAL SERVICE TROOPS when serving beyond the frontier of the ULWAR STATE.

Whereas His Highness Maharaja Sewai Jey Singhji, the minor, Maharaja of Ulwar, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Ulwar State,

It is hereby agreed between the Governor-General of India in Council of the one part and the Ulwar State Council for and on behalf of His Highness Maharaja Sewai Jey Singhji, the minor Maharaja of Ulwar, of the other, as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorised to administer in respect of the said Imperial Service Troops, so serving, the military laws and regulations to which they are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of the said His Highness Maharaja Sewai Jey Singhji of Ulwar or of some person to whom the requisite authority has been delegated by him, or, during the minority of His Highness, the Maharaja, of the State Council.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the Ulwar State Council, for and on behalf of His Highness Maharaja Sewai Jey Singhji, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of

the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

DATED ULWAR,  
The 14th April 1898. }



(Sd.) BALMOKUND DAS,  
" DURJAN SINGH,  
*Members of Council.*

(Sd.) R. H. JENNINGS, *Major, R. E.,*  
*Political Agent.*

Approved and confirmed by the Government of India.

SIMLA;  
The 7th May 1901. }

By order,  
H. S. BARNES,  
*Secretary to the Government of India,*  
*Foreign Department.*

### No. CXXXVII.

AGREEMENT entered into by the MAHARAJA of ULWAR regarding the cession of jurisdiction on the Alwar portion of the REWARI-PHULERA CHORD RAILWAY.

I, Maharaja Sewai Jey Singh, Bahadur of Alwar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Rewari-Phulera Chord Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

JEY SINGH,  
*Maharaja Sewai*  
*of Alwar.*

*Dated the 10th July 1904.*

### No. CXXXVIII.

AGREEMENT entered into between HIS HIGHNESS MAHARAO RAJA SHEODAN SINGH of Alwar and his feudal RAJA BHIM SINGH of Nimrana, dated December 1868.

The Government of India has already declared that the Chief of Nimrana is a feudatory of the Alwar State, and that his claim to independence

cannot be admitted. To this decision the Government of India adheres ; but it considers that the terms recently proposed to define the exact measure of feudal subjection due by Nimrana to Alwar might with advantage be altered so as to prevent complication, which would otherwise probably arise. His Excellency the Viceroy and Governor-General in Council considers the best way of settling the dispute is to fix a certain sum which the Chief of Nimrana shall pay yearly to the Alwar State, and which the latter shall receive as a full compensation for all conditions originally or at any time proposed.

In accordance with the principle thus laid down the following terms have been agreed to by both parties :—

#### ARTICLE 1.

That Nimrana pay to Alwar an annual tribute amounting to one-eighth of the land rent of the whole Nimrana estate, jagirs, temple lands, and all other alienations included, calculated on the average rates in the surrounding territories ; the amount of the tribute to be fixed for terms of (30) thirty years according to the above-mentioned scale in advance through the mediation of British officers.

#### ARTICLE 2.

That the tribute from the present year till the close of the year 1898 A.D. be settled at Imperial Rupees 3,000 per annum.

#### ARTICLE 3.

That the tribute is to be paid at Alwar in half-yearly instalments of Rupees 1,500 during the first week of July and first week of January of each year.

#### ARTICLE 4.

That besides the annual tribute Nimrana will pay to Alwar nazarana on occasions of successions in the former Chiefship in accordance with the scale laid down in G.O.G.G., No. 578 of the 5th June 1868, which regulates the nazarana of feudatories of the Imperial Government, *i.e.*, in successions in the direct line, that is to say, where the son succeeds his father, or the grandson his grandfather, nazarana shall be levied to an amount equivalent to one-half of the year's revenue of the Chiefship.

In successions by collaterals, that is to say, by brothers, cousins, nephews, and the like, nazarana shall be levied to an amount equivalent to one year's rental of the Chiefship.

When a succession shall have followed within one year the last preceding succession no nazarana shall be levied, and when within two years one-half of the usual nazarana alone shall be levied.

Nazarana shall be calculated on the revenue of the Chiefship, deducting only the tribute payable for the year of succession.

## ARTICLE 5.

On succession in the Alwar State Nimrana shall pay a nazarana of Rupees 500.

## ARTICLE 6.

The Nimrana Chief shall maintain a Vakil at Alwar, whose expenses, including his establishment, shall not fall short of Rupees 600 per annum.

## ARTICLE 7.

A Vakil from Nimrana must be maintained with the Governor-General's Agent, or such other officer as he may nominate.

## ARTICLE 8.

No customs or transit duty to be collected in the Nimrana estate either by the Nimrana Chief or by Alwar. Trade is to be entirely free.

The Alwar customs duty on goods passing to and from Nimrana shall be collected at the same rate as in the tariff of the rest of the State.

## ARTICLE 9.

The Nimrana Chief will exercise civil and criminal jurisdiction within his estate, subject only to such conditions as the British Government be pleased to lay down from time to time for the guidance of Chiefs of a like position and status.

## ARTICLE 10.

He will not be required to visit Alwar against his wish.

## VII.—BIKANER AGENCY.\*

## BIKANER.

The ruling family of Bikaner belongs to the Rathor clan of Rajputs. The origin of the family is traced to Maharaja Jai Chand of Kanauj, whose great grandson Rao Siaji came to Pali in Marwar in A. D. 1211. His descendant Rao Jodhaji founded Jodhpur, and Rao Bikaji, the sixth son of the latter, founded the State of Bikaner. Bikaner was originally inhabited by various small tribes of Jats and others, the quarrels among whom led to the conquest of the country in A. D. 1465 by Rao Bikaji. After consolidating his power he conquered Bagor from the Bhattis of Jaisalmer, and founded the city of Bikaner in A. D. 1488. He died in A. D. 1504. Rai Singh, the sixth ruler, succeeded to power in 1571, and in his time began the connection of Bikaner with the Delhi Emperors. Rai Singh became a leader of horse in Akbar's service and took part in the Nagaur, Attock and Deccan campaigns. He received a grant of 52 parganas including Hansi and Hissar, and also the title of Raja. Raja Karan Singh, the 9th ruler, who succeeded to power in A. D. 1631, and his sons, Padam Singh and Kesri Singh, rendered great services to the Emperor Aurangzeb and received a grant of land in the Deccan. Raja Anup Singh, the 10th ruler, also rendered important services to the Delhi Emperors and was made a Maharaja.

The first Treaty (No. CXXXIX) of the British Government with Bikaner was concluded in 1818 with Surat Singh, who had succeeded to power in 1801. This Chief had applied for the protection of the British Government in 1808 when his territories were invaded by a force from Jodhpur and other States, but interference on the part of the British Government was contrary to the policy which then prevailed of withdrawing from all connection with the Chiefs to the west of the Jumna. Bikaner, however, was embraced in the general scheme of alliances formed at the beginning of the Pindari war. The Maharaja was bound by the Treaty of 1818 to subordinate co-operation, and the British Government engaged to protect his territories and to reduce his rebellious subjects to obedience. No tribute was exacted; the Bikaner State had paid none to the Marathas.

Surat Singh died in 1828 and was succeeded by his son, Ratan Singh. The chief discussions with Bikaner had been regarding disputed boundaries, but in 1829 the Maharaja, in violation of his treaty engagements, invaded

\* The Agency is controlled by the Political Agent in Bikaner, with head-quarters at Bikaner.

Jaisalmer to revenge some injuries committed by subjects of the latter. Jaisalmer prepared an army to repel the invasion, and both parties had applied to neighbouring States for assistance when the British Government interfered, and through the arbitration of the Maharana of Udaipur the dispute was settled, both parties making reparation for the injuries done. In 1830 also preparations were made by the Resident at Delhi to send a force to Bikaner to assist the Chief in reducing some rebellious nobles. The Resident acted under a misapprehension of the tenor of the 6th and 7th Articles of the Treaty of 1818, regarding the claims of the State upon the British Government for assistance. These Articles referred to temporary circumstances and effect was given to their provisions at the time. They gave the Chief of Bikaner no right to call on the British Government for military aid against his disaffected subjects at any future period. Government was of opinion that the case was not one in which they were called on to interfere, and reminded the Resident that military aid should never be given to Native States for the suppression of internal disturbances except under the specific authority of Government.

In 1844 the Bikaner State agreed to a scale of duties on goods passing by the route of Sirsa and Bahawalpur through Bikaner. The transit trade of Bikaner was at one time considerable. The principal route from Kabul to India lay through Bikaner, and one of the chief advantages secured by the Treaty of 1818 was the protection of trade on that route.

Maharaja Ratan Singh was succeeded in 1852 by his son, Sardar Singh. He did good service during the mutinies of 1857, both by sheltering European fugitives and by co-operating against the rebels in the districts of Hansi and Hissar. As a reward for these services he received in 1861 a grant (No. CXL) of forty-one villages, which some years before had been declared to belong to the Sirsa district and were of the annual value of Rs. 14,291. In consequence of complaints by the inhabitants of the transferred villages, the Maharaja was required in 1868 to abstain from interference with the rights secured to them under a twenty years' settlement, which had been made with the British Government in 1856. In the following year (1869) the Maharaja signified his intention to exempt these villages from all but the usual customs duties; to uphold the Government settlement; and, in compensation for the losses sustained by the villagers during the seven years which had elapsed since the transfer of the lands to his State, to continue the settlement for seven years beyond the date

of its expiry. Sanads were accordingly issued by the Maharaja to the villagers and corresponding agreements were taken from them. An example of each of these will be found on pages 353 and 354.

In consequence of outrages committed from Bikaner on subjects of Jodhpur, the Chief of Bikaner was in 1861 reminded of his treaty obligations. During the first years of Maharaja Sardar Singh's rule the State had been administered with integrity and ability by the Minister, Ram Lal. On his removal from office the affairs of the State fell into confusion; a large amount of debt was incurred; and the exactions of the Maharaja in his anxiety to increase the revenue gave rise to much discontent. This rose to such a pitch that in 1871 some of the Thakurs left Bikaner and took refuge at Sirsa in British territory. A British officer was deputed to Bikaner to enquire into the state of affairs, adjust the differences between the Maharaja and his nobles, and endeavour to introduce some reforms which the exertions of the Minister, Pandit Manphul, C.S.I., were powerless to effect. The Maharaja promised to reduce his expenses; laid down a scale for regulating the State expenditure; and appointed a Council to assist Pandit Manphul in the management of affairs. These promises were not fulfilled and the misgovernment of the State continued.

Maharaja Sardar Singh died in May 1872 without issue. He had received a Sanad of Adoption in 1862 (*see* No. V). His widow and the principal persons of the State selected as his successor Dungar Singh, a descendant of Chhatar Singh, brother of Maharaja Surat Singh, and then about eighteen years of age. The choice was allowed and confirmed by the British Government, and Dungar Singh was installed as ruler of Bikaner. He was entrusted with the management of his State, which had been temporarily administered by a British officer assisted by the Council, in January 1873. Maladministration and the discontent of the Thakurs did not, however, cease with the accession to power of Maharaja Dungar Singh, and it became necessary to impress upon him the necessity of carrying out the reforms promised by his predecessor.

This and other repeated warnings had a salutary effect for a time only. Gradually the affairs of the State relapsed into confusion until in 1883 an attempt to raise the "rekh," or money payment taken from the Thakurs in commutation of service, brought matters to a crisis. Most of the nobles rose in open rebellion against their Chief, and though a British officer was deputed to enquire into and effect a settlement of their differences the



Thakurs refused to come to any amicable agreement. It became necessary at length to support the authority of the Chief by marching a small British force into the country, when the Thakurs quietly submitted. A resident Political Agent was appointed to Bikaner, and the Maharaja was required to conform to certain conditions so as to ensure to the Political Officer the power of removing abuses and of controlling the administration.

An extradition Treaty (No. CXLI) was concluded with Bikaner in 1869. But this was modified in 1887 by an Agreement (No. CXLII), providing that in the extradition of offenders from British India to Bikaner the procedure for the time being in force in British India should be followed.

In 1879 an Agreement (No. CXLIII) was entered into with the Darbar for the suppression of the manufacture of salt within the State, except at two works whose annual outturn was to be limited to 30,000 maunds; for the prevention of the import and export of any but British duty paid salt; for the abolition of transit duty on British salt; and for the prohibition of the export of bhang, ganja, spirits, opium or other intoxicating drugs or preparations. In return the British Government agreed to pay the Maharaja Rs. 6,000 a year, and to supply to the State 20,000 maunds of salt a year from the salt works at Phalodi and Didwana, at a price not exceeding eight annas a maund.

In 1883 the Darbar consented, with the approval of the Government of India, to the extension of the extradition rules of 1873 in force between the States of Patiala and Jaipur to Bikaner in its relations with the States of Patiala, Jind, and Loharu. Rules regulating the pursuit of offenders had been framed for Bikaner and other Rajput States in 1874.

Maharaja Dungar Singh died without issue in August 1887, having previously adopted his only brother Ganga Singh, who was born in 1880. The adoption was confirmed by the British Government, and the State was administered during the minority by a Council of Regency under the presidency of the Political Agent.

In 1889 an Agreement (No. CXLIV) was concluded with the Darbar for the construction of a railway between Jodhpur and Bikaner at the joint expense of the two States. The line was opened to public traffic on the 9th December 1891. In 1893 the section from Merta Road to Kuchaman Road was opened. A further section of 41 miles from Bikaner to Khari (now called Dulmera) was opened in 1898; and another of 72 miles to Surat-

garh in January 1901. In April 1901 the Government of India granted the State a loan of Rs. 12,00,000 for the construction of the Suratgarh-Bhatinda section, 88 miles in length, and this was opened in September 1902. In December 1899 the Maharaja ceded to the British Government full and exclusive jurisdiction of every kind over the lands in the Bikaner State which were, or thereafter might be, occupied by the Jodhpur-Bikaner and Bikaner-Bhatinda Railway Systems (No. CXLV), and in January 1900 he ceded similar jurisdiction as regards the Southern Punjab Railway (No. CXLVI).

In 1891 rules for facilitating the extradition of criminals between the States of Bikaner and Jaisalmer were introduced with the sanction of Government. Similar rules were introduced between the States of Bikaner and Jodhpur, Patiala, Nabha, Alwar, and Faridkote in the years 1889, 1895, 1897, 1899 and 1904, respectively.

In 1893 an Agreement (No. CXLVII) was entered into between the Government of India and the Bikaner Darbar, under the Native Coinage Act of 1876, for the supply to the State from a British Mint of silver coins bearing on one side the name of the Maharaja, the Maharaja undertaking to abstain from coining silver and copper in his own mints for a period of 30 years.

In 1899 the Government of India entered into an Agreement (No. CXLVIII) with the Maharaja for the effective control and discipline of the Imperial Service troops maintained by the State, when serving beyond its frontier.

Maharaja Ganga Singh, who was educated at the Mayo College, Ajmer, was invested with full ruling powers in December 1898. After the famine of 1899-1900 he was awarded the Kaiser-i-Hind medal of the first class. He was gazetted an Honorary Major in the British Army in June 1900 and is attached to the 2nd Bengal Lancers. He took part personally in the China Expedition of 1900 in command of his Imperial Service regiment, and in recognition of his services was created a Knight Commander of the Indian Empire on the 24th July 1901.

In 1899 the Bikaner and Jodhpur Darbars entered into an Agreement (*see* No. LXXIII) with the Government of India for the construction of a railway from Balotra to Hyderabad, and for the working of the section of the line from the Jodhpur frontier to Hyderabad.

In the following year 400 of the Imperial Service Camel Corps, which the Darbar had originally offered to raise in 1889, served as infantry in the China Expedition.

In August 1902, the Maharaja attended the Coronation of His Majesty the King-Emperor in London, and was appointed an Honorary Aide-de-Camp to His Royal Highness the Prince of Wales. In January 1903 he attended the Coronation Darbar at Delhi.

215 of the Imperial Service Camel Corps saw service again with the Somali Field Force in 1903.

In the same year the Darbar agreed to the introduction in the State of the Postal Unity scheme, with effect from the 1st January 1904.

On June 24th, 1904, Maharaja Ganga Singh was created a Knight Commander of the Star of India.

Four villages, called Karampura, Padampura, Kesrisinghpura, and Kokanwari were made over in 1905 by the Darbar to the Government of India, in connection with the extension of the Aurangabad Cantonment, in exchange for the villages of Rattakhera and Babalwas in the Hissar District of the Punjab and a sum of Rs. 25,000.

The area of Bikaner is 23,311 square miles ; and the population, as ascertained by the census of 1901, is 584,627 including 9 Bhils. The gross average revenue is about Rs. 25,67,316.

The State maintains an Imperial Service Camel Corps 492 strong, and a local force of 376 cavalry, 488 infantry, 313 armed police, 56 artillery men and 94 guns, of which 33 are classed as serviceable.

The Chief receives a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

## No. CXXXIX.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY and MAHARAJAH SOORUT SING BAHADOOR the RAJAH of BIKANEER, concluded by MR. CHARLES THEOPHILUS METCALFE on the part of the HONOURABLE COMPANY, in virtue of full powers granted by HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, &c., &c., and by OUJHA KASHEE NAUTT, on the part of RAJ RAJHEESUR MAHARAJAH SROOMUN SREE SOORUT SING BAHADOOR, according to full powers given by the RAJAH.—1818.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable Company and Maharajah Soorut Sing and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

## ARTICLE 2.

The British Government engages to protect the principality and territory of Bikaner.

## ARTICLE 3.

Maharajah Soorut Sing and his heirs and successors will act in subordinate co-operation with the British Government and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

## ARTICLE 4.

The Maharajah and his heirs and successors will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

## ARTICLE 5.

The Maharajah and his heirs and successors will not commit aggressions on any one; if by accident any dispute arise with any one the settlement of it shall be submitted to the arbitration and award of the British Government.

## ARTICLE 6.

Whereas certain persons of the principality of Bikaner have adopted the evil courses of highway robbers and banditti, and have plundered the property

of many, to the great molestation of the peaceable subjects of both of the contracting parties, the Maharajah engages to cause to be restored the property plundered from inhabitants of the British territories up to this time, and for the future entirely to suppress the robbers and plunderers in his principality. If the Maharajah be not able to effect their suppression assistance shall be afforded on his application by the British Government, in which case the Maharajah will pay all the expenses of force employed; or, in the event of his not finding means to pay those expenses, he will in lieu cede parts of his territory to the British Government, which, after the payment of those expenses, shall be restored.

#### ARTICLE 7.

The British Government, on the application of the Maharajah, will reduce to subjection the taukoors and other inhabitants of his principality who have revolted and thrown off his authority. In this case the Maharajah will pay all the expenses of the force employed; or, in the event of not having the means, will, instead, cede parts of his territory to the British Government, which shall be restored after the payment of those expenses.

#### ARTICLE 8.

The Maharajah of Bikaner will furnish troops at the requisition of the British Government, according to his means.

#### ARTICLE 9.

The Maharajah and his heirs and successors shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality.

#### ARTICLE 10.

As it is the wish and intention of the British Government that the roads of Bikaner and Bhutner be rendered passable and safe for the transit of trade to and from the countries of Cabul and Khorasaun, &c., the Maharajah engages effectually to accomplish that object within his own dominions, so as that merchants shall pass with protection and safety and meet with no impediment; and with respect to custom duties the established rates shall not be exceeded.

#### ARTICLE 11.

This Treaty of eleven Articles having been concluded and signed and sealed by Mr. Charles Theophilus Metcalfe and Oujhar Kashee Nautt, the ratifications by His Excellency the Most Noble the Governor-General and Raj

Rajheesur Maharajah Sroomun Sree Soorat Sing Bahadoor, shall be exchanged within twenty days from the present date.

*Done at Delhi, this 9th day of March, A.D. 1818.*

(Sd.) C. T. METCALFE.

L. S.

(,,) OIJHA KASHEE NAUTT.

L. S.

Small Seal  
of the  
Governor-  
General.

(,,) HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in Camp, near Patrassa Ghaut on the Gogra, on the 21st of March 1818.

(Sd.) J. ADAM,

*Secretary to the Governor-General.*

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## NO. CXL.

**TRANSLATION of a SUNNUD granting certain villages to MAHARAJAH SIRDAR SINGH BAHADOOR of BIKANEER, dated 11th April 1861.**

Whereas it appears from a report of the Governor-General's Agent in Rajpootana that during the rebellion Maharajah Sirdar Singh Bahadoor of Bikaner, with a feeling of loyalty and devotion to the British Government, came out in person, spent money, protected lives of certain Europeans, and rendered other good services to government; and whereas, these circumstances being highly satisfactory to government, the said Maharajah obtained thanks and a khillut of distinction; the government is now pleased to confer on him in perpetuity the villages specified in a separate schedule, situated in the district of Sirsa, yielding an annual revenue of fourteen thousand two hundred and ninety-one Rupees, and which are hereby incorporated with his former territory, subject to the same conditions as are observed with respect to the latter: the grant will take effect from 1st May 1861.

*Names of villages with their annual jumma granted to the Maharajah of Bikaner in reward for his services.*

No.	Names of Villages.	Annual jumma, 1861-62.	REMARKS.
		Rs.	
1	Saboora . . .	300	
2	Manuck Tebee . . .	177	
3	Kara Khara . . .	490	This village has progressive jumma rising to Rupees 590 in 1865-66.
4	Goodea Khara . . .	406	
5	Kampoora . . .	137	Has progressive jumma rising to Rupees 235 in 1865-66.
6	Solawally . . .	234	
7	Muller Khara . . .	451	
8	Baseehur . . .	500	
9	Gilwalla . . .	410	
10	Saharun . . .	350	
11	Koolchunder . . .	250	
12	Soorawally . . .	948	
13	Chundoorwally . . .	200	
14	Peer Kamreea . . .	740	
15	Punneewally oorf Jugranee	207	
16	Kumnanee . . .	451	
17	Mugranee . . .	534	
18	Masanee . . .	346	
19	Tebee Barajeka . . .	889	
20	Rutta Khara . . .	199	
21	Rathee Khara . . .	16	Has progressive jumma rising to Rupees 235 in 1865-66.
22	Kishenpoora . . .	120	Ditto ditto rising to Rupees 300 in 1870-71.
23	Salaimgur . . .	17	Ditto ditto ditto „ 130 in ditto.
24	Gharoe . . .	210	Ditto ditto ditto „ 340 in 1865-66.
25	Silwalla Khurd . . .	194	Ditto ditto ditto „ 266 in ditto.
26	Bairwalla Kullian . . .	280	
27	Silwalla Kullian . . .	241	Ditto ditto ditto „ 366 in ditto.
28	Tulwara Kullian . . .	757	
29	Jalalabad . . .	176	Ditto ditto ditto „ 276 in ditto.
30	Moharwalla . . .	482	Ditto ditto ditto „ 554 in ditto.
31	Maseetawally . . .	223	Ditto ditto ditto „ 261 in ditto.
32	Ramsara . . .	258	Ditto ditto ditto „ 308 in ditto.
33	Dublee Khurd . . .	394	Ditto ditto ditto „ 454 in ditto.
34	Ramnugger . . .	200	
35	Dublee Kullian . . .	730	Ditto ditto ditto „ 780 in ditto.
36	Mirzawally . . .	351	Ditto ditto ditto „ 423 in ditto.
37	Chaoowally . . .	310	Ditto ditto ditto „ 360 in ditto.
38	Bhooranpoora . . .	174	Ditto ditto ditto „ 225 in ditto.
39	Khairawally . . .	181	Ditto ditto ditto „ 231 in ditto.
40	Shewdanpoora . . .	473	
41	Khundanea . . .	285	
	Total Rupees . . .	14,291	

## No. CXLI.

EXTRADITION TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS SIRDAR SING, MAHARAJA of BIKANER, his heirs and successors, executed on the one part by LIEUTENANT-COLONEL RICHARD HARTE KEATINGE, C.S.I., and V.C., GOVERNOR-GENERAL'S AGENT for the STATES of RAJPOOTANA, in virtue of the full powers vested in him by HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA, and on his own part by MAHARAJA SIRDAR SING aforesaid—1869.

## ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Bikaner State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 2.

That any person, being a subject of Bikaner, committing a heinous offence within the limits of the Bikaner State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

## ARTICLE 3.

That any person, other than a Bikaner subject, committing a heinous offence within the limits of the Bikaner State, and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule, such cases will be tried by the Court of the Political Officer in whom the political supervision of the Bikaner State may at the time be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed; and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.



## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

1st.—Murder.	11th.—Robbery.
2nd.—Attempt to murder.	12th.—Burglary.
3rd.—Culpable homicide under aggravating circumstances.	13th.—Cattle-theft.
4th.—Thuggee.	14th.—Arson.
5th.—Poisoning.	15th.—Forgery.
6th.—Rape.	16th.—Counterfeiting coin or uttering base coin.
7th.—Causing grievous hurt.	17th.—Criminal breach of trust.
8th.—Child-stealing.	18th.—Criminal misappropriation of property.
9th.—Selling females.	19th.—Abetting the above offences.
10th.—Dacoitee.	

## ARTICLE 6.

The expense of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Bikaner this third day of February in the year one thousand eight hundred and sixty-nine.

(Sd.) PERCY W. POWLETT,  
*Asstt. Agent, Govr.-Genl.*

Signature and Seal of the Maharajah (,,) R. H. KEATINGE,  
of Bikaner. *Govr.-Genl.'s Agent.*

(,,) MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 15th of June 1869.

(Sd.) W. S. SETON-KARR,  
*Secy. to Govt. of India, Foreign Dept.*

## No. CXLII.

AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding  
EXTRADITION—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 15th June 1869 between the British Government and the Bikanir State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Bikanir State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Bikanir State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Bikanir State; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Done at Bikanir this twenty-ninth day of July in the year one thousand eight hundred and eighty-seven.



(Sd.) In Vernacular.

(Sd.) A. P. THORNTON, *Captain,*

MAHARAJA OF BIKANIR.

*Offg. Political Agent, Bikanir.*

(Sd.) DUFFERIN,

*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March A.D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,

*Secretary to the Govt. of India, Foreign Dept.*

## No. CXLIII.

BICKANEER SALT AGREEMENT, dated the 24th January 1879.

RATIFIED THE 8TH MAY 1879.

## ARTICLE 1.

His Highness the Maharajah of Bickaneer agrees that salt shall be manufactured in no place within the State of Bickaneer except at the salt-works of Lonkaran and Chaptar, and that all other salt-works, if any exist, shall be erased and destroyed.

## ARTICLE 2.

His Highness the Maharajah agrees that the total aggregate outturn of salt manufactured at the two works named in Article 1 shall never exceed

in one year the maximum quantity of thirty thousand (30,000) British Indian maunds, and that returns of the outturn of each of these two works shall be furnished annually to the British Government.

### ARTICLE 3.

His Highness the Maharajah agrees to prevent the import into, and export from, the Bickaneer State of any salt whatever other than salt upon which duty has been levied by the British Government.

### ARTICLE 4.

No transit duty shall be levied within the Bickaneer State upon salt upon which duty has been levied by the British Government.

### ARTICLE 5.

His Highness the Maharajah agrees to prohibit the export from his State into British territory of bhang, ganja, spirits, opium or other intoxicating drug or preparation.

### ARTICLE 6.

In consideration of the effective observance by His Highness the Maharajah of Bickaneer of the conditions specified in Articles 1, 2 and 3 of this Agreement the British Government agree to pay yearly to His Highness the Maharajah of Bickaneer for the charges which may be incurred by His Highness the Maharajah in preventing the extension of the works specified in Article 1, and the illicit manufacture and export of salt, the sum of Rs. 6,000 (six thousand).

### ARTICLE 7.

The British Government agree to permit His Highness the Maharajah of Bickaneer to purchase annually from the salt-works at Phalodi and Didwana, for the consumption of the people of his State, twenty thousand (20,000) British Indian maunds of salt at a price not exceeding eight (8) annas per maund.

The salt will, so far as may be practicable, be supplied from the salt-works above mentioned in the following proportion:—

	Mds.
From Phalodi . . . . .	15,000
„ Didwana . . . . .	5,000

The British duty on the salt thus purchased shall be levied at half the full rate of duty at the time leviable at the works from which the salt is supplied.

### ARTICLE 8.

If any considerable stocks of salt be proved to exist within the Bickaneer State when this Agreement comes into force the Maharajah will, if so required

by the British Government, take possessions of such stocks, and will give the owners thereof the option either of transferring the salt to the British Government at such equitable valuation as may be fixed by His Highness the Maharajah in concurrence with the Political Agent, or of paying the said Agent such duty not exceeding two rupees eight annas per maund on such salt as the Governor-General in Council may fix. In the event of the owners aforesaid accepting the latter alternative they shall be allowed to retain the salt on which the duty so provided may be paid, but not otherwise.

#### ARTICLE 9.

In the event of it being proved by experience that the arrangements made in accordance with this Agreement by the Bickaneer State for the safety of the British revenue are practically insufficient, or in the event of it being proved to the satisfaction of the British Government that in consequence of the suppression or reduction of the salt-works named in Article 1, or of their failure, the estimated quantity of salt required for the consumption of the people of Bickaneer has materially increased subsequent to the making of this Agreement, this Agreement will be open to revision.

#### ARTICLE 10.

This Agreement is to come into force from a date to be fixed hereafter by the British Government.

### NO. CXLIV.

#### MEMORANDUM of an AGREEMENT entered into between the BRITISH GOVERNMENT and the BIKANIR DARBAR for the CONSTRUCTION of a RAILWAY from JODHPUR to BIKANIR—1889.

1. The Bikanir Darbar agrees to construct in conjunction with the Jodhpur Darbar a line of railway to connect Jodhpur with Bikanir. The Railway will be called the Jodhpur-Bikanir Railway. It will be the exclusive property of the two States, each of which will receive all the profits derived from the working of the portion of the line running through its territories.

2. The Bikanir Darbar will provide all the capital required for the construction, maintenance and working of the Bikanir Section, the Jodhpur Darbar providing the same for its portion. The line will be on the metre gauge and will be constructed in accordance with the standard dimensions prescribed by the Government of India.

3. The Bikanir Darbar agrees to advance to the Jodhpur Darbar on behalf of the project twenty lakhs of rupees at four per cent. interest. This

sum will be repaid by the Jodhpur Darbar by annual instalments of three lakhs, to be disbursed from the Salt Treaty payment received by the Jodhpur Darbar.

The Jodhpur Darbar will be at liberty to apply more than three lakhs annually towards repayment of the debt, but it is to be understood that from the instalment so paid the Bikanir Darbar will first deduct the amount due on account of interest, and will credit the balance towards the liquidation of its loan.

4. The preparation of separate estimates for each State's portion of the line shall be completed as soon as possible, and the same shall be submitted for the inspection of the Government of India.

5. The construction and management of the proposed line shall be entrusted to the Manager for the time being of the Jodhpur Railway, who shall also be the Manager of the Jodhpur-Bikanir Railway. The work shall commence from the Jodhpur side.

6. The station staff and the police required shall be appointed by, and be under the general control and direction of, the Manager for the time being of the Jodhpur-Bikanir Railway, subject to the approval of the Bikanir Darbar for the portion of the line within its territory.

7. The Bikanir Darbar shall exercise complete authority over the portion of the line within Bikanir limits, subject to the condition that the Darbar shall cede full criminal and civil jurisdiction over the land occupied by the Railway whenever the Government of India consider it desirable.

8. The line shall not be opened until it has been inspected and passed as safe by an officer duly empowered in that behalf by the Government of India. Further, the Government of India shall be at liberty to depute a competent officer to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining how the works are being constructed and the Railway worked.

9. Such returns and information as are supplied in the case of the Jodhpur Railway shall be furnished for the Jodhpur-Bikanir line.

The line shall be worked in accordance with the general rules and regulations in force on Indian State Railways.

10. The British Government has consented to the construction by the Telegraph Department of a line of telegraph for the joint use of the Telegraph Department and of the Jodhpur-Bikanir Railway on the same terms as are applicable to State Railway Telegraphs in British India subject to the exception that the Jodhpur and Bikanir States will bear the first cost for the portions of the line within their territories, in proportion to the number of wires used respectively by the Telegraph Department and the Jodhpur-Bikanir Railway, and be relieved of any charge for interest therefor, and on the understanding that the Licensed Telegraph Rules in force

in British India are observed on the said Railway. Under this arrangement each State will retain the collections made at the offices within its territory, and be liable for the whole cost of working and maintaining its portion of the telegraph line.

11. This Agreement may be modified at any time by mutual consent. Done at Bikanir this thirteenth day of July in the year one thousand eight hundred and eighty-nine.



Seal.

(Sd.) A. C. TALBOT,  
*President, Regency Council.*

(,,) S. HUKM SINGH,  
*Vice-President.*

(,,) THAKUR HEER SINGH.

(,,) THAKUR JAGMAL SINGH.

(,,) MEHTA MANGAL CHAND.

(,,) KABRAJ BHERON DAN.

(,,) MUNSHI SOHAN LAL.

(,,) A. C. TALBOT,  
*Political Agent, Bikaner.*



Seal.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FOREIGN DEPT.,  
SIMLA;  
*The 27th August 1889.*

}

(Sd.) H. M. DURAND,  
*Secretary to the Government of India.*

SANADS\* granted by the SRI DIWAN by the directions of the SRI DARBAR to the BISWADARS of the village of SALWALA BARA of TIBI.

The settlement of this village shall be noted below from the 1st May 1869 (corresponding with Sambat 1925), and in token thereof the Sanad is granted you.

The engagements of the English settlement of 5th January 1856 shall be upheld, as well as this engagement, and the amount of revenue shall be levied as follows:—

From 1st May 1869 to 1st May 1870	.	.	.	Rs. 272
" " " 1870 " " 1871	.	.	.	" 303
" " " 1871 " " 1872	.	.	.	" 335
" " " 1872 " " 1873	.	.	.	" 366

and thereafter Rs. 366 yearly till 1st May 1882.

DATED FHALGUN BADI,

9th Sambat 1925.

} (Sd.) NAWAB WILAYAT HUSAIN KHAN.

#### AGREEMENT on the PART of the BISWADARS of the VILLAGE of SALWALA BARA, TIBI PARGANA.

Since the Sri Darbar has settled the jama of this village as below from the 1st May 1869 to 1st May 1882, we agree, and place it on record that the conditions at the settlement of the British Government, as well as the conditions noted below, shall be in force (detail of jama the same as in sanads).

*1st Condition.*—We will pay the custom dues according to the custom of the State.

*2nd Condition.*—If any buried treasure or mine of any kind be found the Darbar shall be considered the proprietor of it; over it we have no claim, but we shall be entitled to a fair reduction of assessment on account of any ground taken up by the mine.

*3rd Condition.*—Since from 1862 to 1868 the settlement was set aside, and we claimed compensation for loss incurred thereby, we, in consequence of the extension of the settlement, now withdraw our claim.

*4th Condition.*—We have given this agreement of our own free will in the presence of the Assistant Agent to the Governor-General. Provided that the Darbar holds to the condition specified and we wrongfully complain we shall submit to fine.

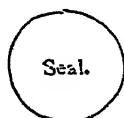
#### No. CXLV.

AGREEMENT entered into by HIS HIGHNESS the MAHARAJA of  
BIKANER regarding the CESSION of Jurisdiction on the  
BIKANER portion of the JODHPUR-BIKANER and BIKANER-  
BHATINDA RAILWAYS.

I, Ganga Singh, Maharaja of Bikaner, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Jodhpur-

Bikaner and Bikaner-Bhatinda railway systems, with all their current and future extensions (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said limits,

BIKANER ;  
*The 15th December 1899.* }



GANGA SINGH,  
*Maharaja of Bikaner.*

### No. CXLVI.

AGREEMENT entered into by HIS HIGHNESS the MAHARAJA of BIKANER regarding the CESSION of Jurisdiction on the BIKANER portion of the SOUTHERN PUNJAB RAILWAY.

I, Ganga Singh, Maharaja of Bikaner, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Bikaner State which are, or may hereafter be, occupied by the Southern Punjab railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

BIKANER ;  
*The 14th January 1900.* }



GANGA SINGH,  
*Maharaja of Bikaner.*

### No. CXLVII

AGREEMENT under the NATIVE COINAGE ACT, 1876, with the BIKANIR DARBAR.

ARTICLES of AGREEMENT made this sixteenth day of FEBRUARY 1893 between the GOVERNMENT of INDIA on the one part and the BIKANIR DARBAR on the other part :—

Whereas under the Native Coinage Act, IX of 1876, the Governor-General in Council has power from time to time to declare by notification in the *Gazette of India* that a tender of payment of money if made in the coins, or the coins of any specified metal, made under the said Act for any Native State, shall be a legal tender in British India : And whereas by section 4 of the said Act it is declared that such power shall be exercisable only under certain conditions, amongst which is the condition that the Native State for which such coins are coined shall enter into agreements corresponding with the first three articles of these presents : And whereas by section 5 of the said Act any such State is authorised to send to any



mint in British India metal to be made into coin under the same Act, and (subject as therein mentioned) the Mint Master is required to receive such metal and convert it into coin :

And whereas the Bikanir State is a Native State within the meaning of the said Act, and the Bikanir Darbar, pursuant to such authority, has sent or will send to the Mint of Bombay silver to be coined under the said Act into a maximum of Rupees ten lakhs or thereabouts, and has requested the Government of India to exercise the power hereinbefore recited in the case of the said coins, and the Government of India have consented to exercise such power by issuing the requisite notification in the *Gazette of India*, on the execution by the said Bikanir Darbar of this Agreement.

Now these presents witness, and it is hereby agreed between the parties hereto as follows (that is to say) :—

*Firstly.*—The Bikanir Darbar agrees to abstain during a term of thirty years, from the date of the notification aforesaid, from coining silver and copper in its own mint, and also undertakes that no coins resembling coins for the time being a legal tender in British India, shall, after the expiration of the said term, be struck under its authority, or with its permission at any place within or without its jurisdiction.

*Secondly.*—The Bikanir Darbar also agrees that the law and rules for the time being in force respecting the cutting and breaking of coin of the Government of India reduced in weight by reasonable wearing or otherwise, or counterfeit, or called in by proclamation, shall apply to the coins made for the Bikanir State under this Act, and that it will defray the cost of cutting and breaking them.

*Thirdly.*—The Bikanir Darbar also agrees not to issue the said coins below their nominal value, and not to allow any discount or other advantage to any person in order to bring them into circulation.

*Fourthly.*—The Bikanir Darbar agrees that if at any time the Government of India call in its coinage in silver and copper, the Darbar will, if so requested by the Government of India, call in at its own expense all coins made for it under this Agreement.

In witness whereof Rai Bahadur Sodhi Hukm Singh, Thakur Lal Singh, and Mahta Mangal Chand, Members of the Council of Regency, and C. S. Bayley, Indian Civil Service, Political Agent, Bikanir, on behalf of the Government of India, have set their hands and seals the day and year first above written.

(Sd.) SODHI HUKM SINGH.

(Sd.) LANSDOWNE,

(Sd. in Vernacular) LAL SINGH.

*Viceroy and Govr.-Genl. of India.*

„ „ MAHTA MANGAL CHAND.

(Sd.) CHAS. S. BAYLEY,

*Political Agent in Bikanir.*

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Fort William, on the third day of March 1893.

(Sd.) H. M. DURAND,

*Secretary to the Government of India,*

*Foreign Department.*

### No. CXLVIII.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of BIKANIR for the INTRODUCTION of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of the BIKANIR IMPERIAL SERVICE TROOPS when serving beyond the FRONTIER of the BIKANIR STATE.

Whereas His Highness Raj Rajeshwar Shiromani Maharaja Ganga Singh Bahadur of Bikanir maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary to make definite arrangements for the effective control and discipline of the said troops when serving beyond the frontier of the Bikanir State ;

It is hereby agreed between the Governor-General of India in Council of the one part and His Highness the said Maharaja of Bikanir of the other as follows, namely—

1. Whenever the said force or any portion thereof is moved beyond the frontier of the said State, the Governor-General in Council shall have power to appoint one or more British officers to command the said Imperial Service Troops, and such officer or officers shall, by virtue of this agreement, be authorized to administer in respect of the said Imperial Service Troops so serving, the military laws and regulations to which they are subject under the law of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and pass all such judgments and sentences, and generally to exercise all such authority as might be lawfully convened, issued, passed and exercised respectively by the officers in command of the same when serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed shall be carried out under the orders of the said Maharaja of Bikanir or of some persons to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said Maharaja of Bikanir has embodied in

the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the officer or officers appointed by the Governor-General of India in Council in that behalf, under the first article of this agreement.

DATED BIKANIR,

*The 20th January 1899.* }



(Sd.) GANGA SINGH,

*Maharaja of Bikanir.*

(Sd.) H. A. VINCENT, *Colonel,*

*Resident.*

Approved and confirmed by the Government of India.

By order,

SIMLA ;

*The 7th May 1901.* }

H. . BARNES,

*Secretary to the Government of India,*

*Foreign Department.*

## VIII.—KOTAH AND JHALAWAR AGENCY.\*

## (I) KOTAH.

The principality of Kotah is an offshoot from Bundi, and was formed about the year A. D. 1579, when Madho Singh, second son of Rao Rattan of Bundi, conquered the country round and about the present city of Kotah, and held it under a grant from the Emperor Jehangir. The limits of the State were subsequently extended by conquest to the east and south, and the State continued in the family of Madho Singh, until the time of Umed Singh, when the British Government formed their first connection with Kotah. Like all the other Rajput States Kotah had been despoiled by the Marathas, and was under obligations, which it was too poor to fulfil, to pay tribute to each of the three great Maratha families of Malwa, the Puars, Sindhia, and Holkar, as well as to the Peshwa.

Kotah was saved from absolute ruin by the talents of the Minister, Raj Rana Zalim Singh, into whose hands Maharao Umed Singh surrendered all power. In the course of forty-five years he raised Kotah to the position of one of the most powerful and flourishing States in Rajputana. He was one of the first of the Rajput Chiefs to co-operate with the British Government for the suppression of the Pindaris in 1817. Through Zalim Singh a Treaty (No. CXLIX) was concluded with the Kotah Chief in December 1817, by which Kotah was taken under the protection of the British Government; the tribute formerly paid to the Marathas was made payable to the British Government, who accounted to Sindhia for his share; and the Maharao was to furnish troops according to his means when required. A supplementary Article was added to the Treaty, vesting the administration in Zalim Singh and his descendants, the Chiefship being continued to the descendants of Maharao Umed Singh. The tributary claims on Shahabad, the personal estate of Zalim Singh, were remitted on Kotah restoring to Udaipur some lands held from that State as security for a bond debt of nine lakhs of rupees. The fidelity and active zeal of Zalim Singh in the Pindari war were further rewarded in 1819 by the permanent annexation to the State (No. CL) of four districts ceded by Holkar. It was at first intended to make a separate grant of these districts to the Minister, but he insisted that they should be annexed to the Kotah State.

\* The Agency is controlled by the Political Agent in Kotah and Jhalawar, with headquarters at Kotah.

During the life of Maharao Umed Singh no inconvenience was felt from the arrangements made by the Treaty of 1817, by which one person was recognised as the titular Chief and another was guaranteed as the actual ruler; but on his death in 1820 his successor, Kishor Singh, attempted to secure the actual administration by force. An accommodation was effected after the defeat of Kishor Singh by a British force. Kishor Singh received an allowance of about Rs. 1,64,877, and on his part recognised in 1821 the perpetual succession to the administration of Zalim Singh and his heirs (No. CLI).

Zalim Singh died in 1824, and his son, Madho Singh, succeeded him. The unfitness of Madho Singh for office was a matter of notoriety; but he received undisputed charge of the administration under the Treaty. In 1828 Maharao Kishor Singh was succeeded by his nephew, Ram Singh. In 1834 the disputes between Ram Singh and his Minister, Madan Singh, the son and successor of Madho Singh, broke out afresh. There was danger of a popular rising for the expulsion of the Minister; and it was therefore resolved, with the consent of the Chief of Kotah, to dismember the State and to create the new principality of Jhalawar as a separate provision for the descendants of Zalim Singh. Seventeen parganas, yielding a revenue of twelve lakhs of rupees, were made over to Madan Singh. This arrangement formed the basis of a new Treaty (No. CLII) concluded with Kotah in 1838. The Maharao's tribute was reduced by Rs. 80,000, which sum was to be paid by Jhalawar, and he agreed to maintain an auxiliary force at a cost of not more than three lakhs of rupees. It was with much reluctance that the Maharao agreed to the formation of this force; and in consequence of his repeated remonstrances the payment for it was reduced to two lakhs in 1844, and it was agreed that if this sum should prove insufficient the difference would be paid from the Kotah tribute. At the same time the Chief was warned that, if he failed to make his payments punctually, a territorial security would be required both for the tribute and the payments for the auxiliary force.

The auxiliary force was known as the Kotah Contingent. These troops mutinied in 1857. The Maharao's troops also mutinied and murdered the Political Agent and his two sons at the Kotah Residency. The Maharao made no earnest attempt to offer assistance to the Political Agent, and as a mark of the displeasure of Government his salute was reduced from seventeen to thirteen guns. The Kotah Contingent is now represented by the 42nd Deoli Regiment.

Maharao Ram Singh, who was guaranteed the right of adoption in 1862 (see *Addendum* to No. V), died in April 1866, and was succeeded by his only son, Bhim Singh, who took the family name of Shatru Sal. In recognising the succession of Maharao Shatru Sal Government restored to him the full salute of seventeen guns.

In 1869 an extradition Treaty (No. CLIII) was concluded with Kotah providing for the mutual surrender of criminals. This was modified in 1887 by an Agreement (No. CLIV), which provided that in the extradition of offenders from British India to Kotah the procedure for the time being in force in British India should be followed.

For some years before the death of Maharao Ram Singh in 1866, the affairs of Kotah had been in an unsatisfactory condition. The administration was conducted by irresponsible and unprincipled ministers, and the debts of the State at his death amounted to 27 lakhs of rupees. Some slight improvement took place on Maharao Shatru Sal's succession to the *gadi*, but it was not of long duration. The tribute and military contribution due to the British Government fell repeatedly into arrears, and the debts of the State increased to eighty lakhs of rupees. The intemperate habits of the Maharao unfitted him for the administration of the country which was entrusted to unworthy favourites, who committed gross acts of cruelty and oppression and embezzled the revenues of the State. While earnestly advising the Maharao to adopt reforms, the British Government was unwilling to interpose its direct action so long as there was a hope of effecting the necessary improvements through the Maharao. At last the Maharao himself, despairing of being able to effect a reform, voluntarily requested the interference of the British Government, and intimated his willingness to receive a Native Minister nominated by them, and to adopt any administrative measures that might be considered necessary. Accordingly in 1874 Nawab Faiz Ali Khan Bahadur, C.S.I., formerly Minister of Jaipur, was appointed to administer the Kotah State, subject to the general advice and control of the Agent to the Governor-General. The Chief was prohibited from all interference in the affairs of the State, and a suitable allowance was assigned for his support.

On the retirement of Nawab Sir Faiz Ali Khan Bahadur, K.C.S.I., in 1876, the administration of the State was placed in the hands of a British Political Agent assisted by a Council; but after the Maharao had to some extent reformed, it was decided that he should be consulted on matters of

importance, and certain departments were placed under his special directions. The State debts were steadily paid off by instalments, and were completely liquidated in due course.

In 1881 the Darbar abolished all transit duties throughout the State, except duties on opium and intoxicating drugs.

In 1882 an Agreement (No. CLV) was concluded with the Darbar for the suppression of the manufacture of edible salt within the State ; the prevention of the consumption and import of any but British duty-paid salt ; and for the abolition of all taxes thereon. In return for this the British Government undertook to pay the Maharao Rs. 16,000 annually ; to certain jagirdars and others, through the Maharao, Rs. 3,175 annually ; and a sum of Rs. 15,905 as compensation to others for the loss of their rights.

Maharao Shatru Sal died on the 11th June 1889, and was succeeded by his adopted son, Udai Singh, who took the family name of Umed Singh. He was born on 5th September 1873. He was educated at the Mayo College, Ajmer ; installed in December 1892 ; and invested with full powers in December 1896. He received the insignia of a Knight Commander of the Star of India in 1901, and on the occasion of the Coronation Darbar at Delhi (1903) was made an Honorary Major of the 42nd Deoli Regiment. On the 1st January 1899 15 out of the 17 parganas, alienated in 1838 in order to form the principality of Jhalawar, were restored by the British Government to Kotah in consequence of the deposition of Maharaj Rana Zalim Singh of Jhalawar, and the extinction of the direct line of the first Chief, Regent Zalim Singh. To provide for the family to which the first Raj Rana Zalim Singh belonged, and also for some nobles and subjects whose transfer to Kotah was considered undesirable, a new State was created out of the remainder of the old State, consisting of the Chaumahla, the Patan Tahsil and a part of Suket.

In April 1899 the Government of India conveyed its approval to an Agreement (No. CLVI) between the Maharao of Kotah and the Indian Midland Railway Company for the working of the Kotah section of the Guna-Baran Railway.

In 1901 the local currency was replaced by the British currency.

The State joined in postal unity on the 1st March 1901, from which date Imperial post offices were established throughout the State.

In 1904 the Darbar agreed to surrender land, free of charge, for the construction and working of the Nagda-Muttra Railway.

The troops which the Maharao is allowed to entertain are limited to 15,000 men of all descriptions.\* The military forces consist (1905) of 301 cavalry, 1,194 infantry, 353 artillery men, and 193 guns, of which 131 are classed as serviceable. The State revenue from all sources is about 31,00,000. The area of Kotah is 5,684 square miles; and the population, according to the census of 1901, is 544,879, including 12,603 Bhils. The tribute payable to the British Government is Rs. 2,34,720, in addition to the two lakhs of rupees for the 42nd Deoli Regiment.

The Maharao is entitled to a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

*Kotah Kotris.*—The Kotah State pays a tribute of Rs. 14,397-13 to

	Rs.	a.	p.	
† Indargarh . . .	6,969	6	0	Jaipur for certain fiefs† or <i>Kotris</i> . These fiefs were originally assigned by, and subject to, Bundi, to which State also belonged the adjacent fortress of Ranthambhor. When Ranthambhor was made over to the Emperor of Delhi annual payments were exacted from the holders of the fiefs in
Khatauli . . .	3,982	8	0	
Gainta . . .	193	9	0	
Pipalda . . .	663	12	0	
Karwar . . .	331	14	0	
Balwan . . .	1,128	6	0	
Antarda . . .	1,128	6	0	
	14,397	13	0	

return for the protection afforded them by the fort. About the year 1760 the Governor of Ranthambhor, rather than let it fall into the hands of the Marathas, made it over as a trust to Jaipur, and that State claimed a continuance of the payments. The visits of the Jaipur troops for the purpose of collecting the dues from the fiefs proving a source of annoyance to Bundi, Zalim Singh, Regent of Kotah, undertook, with the concurrence of the British Government in 1823 the regular payment of the tribute; the allegiance of the fiefs was thus transferred from Bundi to Kotah. In 1862 it was decided that Jaipur was entitled to interest for arrears of the tribute, and as the payments became more and more irregular, owing to the disorganisation of the Kotah State, the Darbar was required in 1871 to satisfy the demands of Jaipur without further delay. The 1st November was fixed upon as the date in each year on which the payment should be made, and it was decided that interest at the rate of 6 per cent. per annum should be charged on all payments not made within one month of that date.

\* Letter No. 376, dated the 6th February 1861, to the Agent to the Governor General at Rajputana.



*Sidra*.—In 1817 Rawat Durjan Singh was guaranteed in the possession of the village of Sidra, which had been held by his family in jagir from time immemorial; and in place of a horse, which the Rawat was required annually to present to the Maharao, it was stipulated that he should pay a yearly tribute of Rs. 100.

## (II).—JHALAWAR.

The existence of Jhalawar as a separate State dates only from 1838, when the Kotah principality was dismembered (*see* Kotah). On the establishment of Raj Rana Madan Singh in Jhalawar a Treaty (No. CLVII) was concluded on the 8th April 1838, by which he acknowledged British supremacy; engaged not to negotiate with any other power without the sanction and knowledge of that Government; and agreed to supply troops according to his means, and to pay an annual tribute of Rs. 80,000. Agreeably to the 3rd Article of the above Treaty Madan Singh, on assuming charge of his new principality, was vested with the title of Maharaj Rana. It was arranged that he should be placed exactly on the same footing as all the other rulers in Rajputana, and should receive the right of adoption, if that right should be conceded to other rulers; but the succession was to be limited to the descendants of Zalim Singh.

In 1845 Madan Singh died and was succeeded by Prithi Singh. During the mutinies of 1857-58 this Chief rendered good service by conveying to places of safety several Europeans who had taken refuge in his districts. In 1862 he was guaranteed the privilege of adoption (*see* No. V).

In 1866 the Maharaj Rana agreed to make over land free of cost for railway purposes; to cede in it full jurisdiction short of sovereign rights; and to surrender all transit duties on goods passing through his territory.

In 1868 an extradition Treaty (No. CLVIII) was concluded with Jhalawar. But this Treaty was modified in 1887 by an Agreement (No. CLIX), providing that in the extradition of offenders from British India to Jhalawar the procedure for the time being in force in British India should be followed.

In 1873 the Maharaj Rana solicited permission to adopt an heir to succeed him, in the event of his not having a son. Objections were entertained by the Maharao of Kotah on the ground that by the Treaty of 1838 Jhalawar

would revert to Kotah in the event of the extinction of Zalim Singh's line. By this Treaty, however, the severance of Jhalawar and its cession to Madan Singh, his heirs and successors, was unconditional, and, although the consent of Kotah was obtained to the cession, the conditions were between the British Government and Jhalawar. It was accordingly held that Kotah could have no voice in the question of succession, and no ground of objection to the action of the British Government in having placed the Maharaj Rana of Jhalawar on the same footing as the other ruling Chiefs of Rajputana by the grant of the adoption Sanad of 1862. The required permission was, therefore, granted to the Maharaj Rana, and his choice fell upon Bakht Singh of the Barwan family in Kathiawar, from which the Maharaj Rana was himself descended.

Maharaj Rana Prithi Singh died on the 29th August 1875. The question of succession remained for some time undecided, owing to the reputed pregnancy of his widow, but as no male child was born to her by the 1st June 1876, the succession of the late Chief's adopted son Bakht Singh, was recognised by the British Government. During the minority of the young Chief the State was placed under the superintendence of a British officer. Bakht Singh was installed as Maharaj Rana on the 24th June 1876, when, in accordance with family custom, he assumed the name of Zalim Singh.

In 1881 an Agreement was concluded (No. CLX) with the Jhalawar Darbar for the suppression of the manufacture of salt within the State; the prevention of the import and consumption of any but British duty-paid salt; and the abolition of all duties thereon. In return for this the British Government undertook to pay to the Maharaj Rana Rs. 7,000 annually; and to certain jagirdars, through him, Rs. 250 annually.

Zalim Singh attained his majority in November 1883, and was invested with full governing powers on the 21st February 1884, subject to the same restrictions that were imposed in similar circumstances on Maharao Raja Mangal Singh of Alwar, and Maharaj Rana Nihal Singh of Dholpur. These were that he should consult the Political Agent in all important matters and be guided by his advice; and that the concurrence of the Political Agent should be obtained before any important measures effected during the minority were disturbed, or before any changes were made in the existing form of the administration. Owing to the Maharaj Rana's persistent disregard of the conditions upon which he was entrusted with the government of his State, the Government of India

was compelled, in September 1887, to restore the arrangements which were in force during his minority. In November 1892, however, it was decided that Maharaj Rana Zalim Singh, who had promised amendment, should be restored to power on conditions similar to those which had previously been laid down, and he was again entrusted with some departments of the administration. In July 1894, he was granted full powers. He failed, however, to govern the State properly and was deposed on the 22nd March 1896. In consequence of his deposition, and of the fact that there was no direct descendant of the Regent Zalim Singh, the Government of India, taking into consideration the intentions of the framers of the Treaty of 1838 made with the first Chief, Raj Rana Madan Singh, ordered that part of the territories which were made over by Kotah in 1838, in order to form the principality of Jhalawar, should be restored to Kotah. In memory of the services rendered by the first Raj Rana Zalim Singh, the remaining portion consisting of the Chaumahla, the Patan pargana and a part of Suket, was formed into a new State to provide for the family to which the said Raj Rana belonged, and Kunwar Bhawani Singh, son of Thakur Chhatra Sal of Fatehpur, was selected by the Government of India, from among the descendants of the relatives of the Regent Zalim Singh, to be the Chief of the new State, with the title of Raj Rana. On the 1st of January 1899 the actual transfer of territory was effected, from which date the new State of Jhalawar came into existence.

Bhawani Singh, who was born on the 4th September 1874, was installed as Chief on the 6th February 1899, and was at the same time invested with full powers. By the Sanad of 1899 (No. CLXI) the Chief was bound to pay to the British Government an annual tribute of Rs. 30,000, and was guaranteed the right of adoption; local coinage was forbidden; and the execution within the State of all civil and criminal processes issued by any British Indian Court was ensured. The manufacture of salt, the import or consumption of any but British duty-paid salt, and the levy of any kind of duty thereon was also forbidden. In return for this the Government of India undertook to pay the Raj Rana Rs. 2,500 annually, including Rs. 250 to certain jagirdars. No transit duties of any kind were to be levied, and the Raj Rana bound himself to assist the Government of India in the suppression of illicit traffic in opium.

On the 1st October 1900 postal unity was introduced into the State.

In 1901 the State currency was replaced by British currency.

In 1904 the Darbar agreed to surrender land, free of charge, for the construction and working of the Nagda-Muttra Railway.

The area of Jhalawar is 810 square miles ; its population, according to the census of 1901, is 90,175, including 2,022 Bhils ; and its revenue amounts to about Rs. 4,25,000. It pays Rs. 30,000 a year to the British Government as tribute. No local corps or contingents are paid from the resources of Jhalawar. The military force consists of 45 guns (1905) classed as serviceable and 2 unserviceable, 71 artillery men, 78 cavalry, and 355 infantry.

The Chief is entitled to a salute of 11 guns, fixed in 1899.

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## No. CXLIX.

TREATY between the HONOURABLE the ENGLISH EAST INDIA COMPANY on the one part and MAHA RAO OMEID SING BAHADOOR, the RAJAH of KOTAH, and his heirs and successors, through RAJ RANA ZALIM SING BAHADOOR, the Administrator of the affairs of that Principality on the other, concluded on the part of the HONOURABLE ENGLISH EAST INDIA COMPANY by MR. CHARLES THEOPHILUS METCALFE, in virtue of full powers granted to him by HIS EXCELLENCY the MOST NOBLE the MARQUIS of HASTINGS, K.G., GOVERNOR-GENERAL, and on the part of MAHA RAO OMEID SING BAHADOOR by MAHARAJAH SHEODAUN SING, SAH JEEWUN RAM, and LALA HOOL CHUND, in virtue of full powers granted by the MAHA RAO aforesaid and his Administrator, the above-mentioned RAJ RANA—1817.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the British Government on the one hand, and Maha Rao Omeid Sing Bahadoor and his heirs and successors on the other.

## ARTICLE 2.

The friends and enemies of either of the contracting parties shall be the same to both.

## ARTICLE 3.

The British Government engages to take under its protection the principality and territory of Kotah.

## ARTICLE 4.

The Maha Rao and his heirs and successors will always act in subordinate co-operation with the British Government and acknowledge its supremacy, and will not henceforth have any connection with the Chiefs and States with which the State of Kotah has been heretofore connected.

## ARTICLE 5.

The Maha Rao and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British Government; but his customary amicable correspondence with friends and relations shall continue.

## ARTICLE 6.

The Maha Rao and his heirs and successors will not commit aggressions on any one; and if any dispute accidentally arise with any one, pro-

ceeding either from acts of the Maha Rao, or acts of the other party, the adjustment of such disputes shall be submitted to the arbitration of the British Government.

#### ARTICLE 7.

The tribute heretofore paid by the principality of Kotah to the Mahratta Chiefs, for instance, the Peishwa, Sindia, Holkar, and Puar, shall be paid at Delhi to the British Government for ever, according to the separate Schedule annexed.

#### ARTICLE 8.

No other power shall have any claim to tribute from the principality of Kotah; and if any one advance such a claim the British Government engages to reply to it.

#### ARTICLE 9.

The troops of the principality of Kotah, according to its means, shall be furnished at the requisition of the British Government.

#### ARTICLE 10.

The Maha Rao and his heirs and successors shall remain absolute rulers of their country, and the civil and criminal jurisdiction of the British Government shall not be introduced into that principality.

#### ARTICLE 11.

This Treaty of eleven Articles having been concluded at Delhi and signed and sealed by Mr. Charles Theophilus Metcalfe on the one part, and Maharajah Sheodaun Sing, Sah Jeewun Ram, and Lala Hool Chund on the other, the ratifications of the same by His Excellency the Most Noble the Governor-General and Maha Rao Omeid Sing and his Administrator, Raj Rana Zalim Sing, shall be exchanged within a month from this date.

*Done at Delhi, the 26th day of December A.D. 1817.*

(Sd.) C. T. METCALFE.

L. S.

MAHA RAO RAJAH OMEID SING BAHADOOR.  
RAJ RANA ZALIM SING.  
MAHARAJAH SHEODAUN SING.  
HOOL CHUND.

(Sd.) HASTINGS.

This Treaty was ratified by His Excellency the Governor-General, in camp, at Oochar, this sixth day of January, one thousand eight hundred and eighteen.

(Sd.) J. ADAM,

*Secretary to the Governor-General.*

*Statement of the Tribute heretofore paid to the Mahrattas: 1—Kotah, 2—The seven Kotrees, 3—Shahabad.*

**1.—KOTAH TRIBUTE.**

In Specie . . . . .	Rupees	2,00,000
In Goods . . . . .	"	1,00,000
Total . . . . .		3,00,000
Less by Goods . . . . .	"	20,000
In Specie . . . . .	"	2,80,000
Two lakhs and eighty thousand Chandoree, Oojynee, and Indooree Rupees.		
Discount on those coins, 8 per cent. . . . .	"	22,400
Remainder . . . . .		2,57,600
Two lakhs and fifty-seven thousand and six hundred Gomanshahee Rupees, equal to two lakhs forty-four thousand seven hundred and twenty Delhi Rupees.		

*Detail of the disposal of the above.*

**SCINDIA'S SHARE.**

In Specie . . . . .	Rupees	77,000
In Goods . . . . .	"	38,500
Total . . . . .		1,15,500
Less by Goods . . . . .	"	7,700
In Specie . . . . .	"	1,07,800
One lakh seven thousand and eight hundred Oojynee, Chandoree, and Indooree Rupees.		
Discount on those coins, 8 per cent. . . . .	"	8,624
Remainder, Gomanshahee . . . . .		99,176

*Holkar's share the same as Scindia's.*

**PUAR'S SHARE.**

In Specie . . . . .	Rupees	46,000
In Goods . . . . .	"	23,000
Total . . . . .		69,000
Less by Goods . . . . .	"	4,600
In Specie . . . . .	"	64,400
Discount, 8 per cent. . . . .	"	5,152
Remainder, Gomanshahee . . . . .		59,248

## 2.—TRIBUTE OF THE SEVEN KOTREES.

In Specie . . . . .	Boondee Rupees	22,158
Discount, 5 per cent. . . . .	" "	1,108
Remainder . . . . .	" "	<u>21,050</u>

Twenty-one thousand and fifty Gomanshahee Rupees  
equal to nineteen thousand nine hundred and  
ninety-seven rupees and eight annas in Delhi  
Rupees.

*Detail.*

Antunda . . . . .	Boondee Rupees	3,800
Discount, 5 per cent. . . . .	" "	190
	Gomanshahee Rupees	<u>3,610</u>
<i>Scindia's share</i> . . . . .	Rupees	1,805
<i>Holkar's share</i> . . . . .	"	<u>1,805</u>
Bulwun . . . . .	Boondee Rupees	1,000
Discount . . . . .	" "	50
	Gomanshahee Rupees	<u>950</u>
<i>Scindia's share</i> . . . . .	Rupees	400
<i>Holkar's share</i> . . . . .	"	400
<i>Puar's share</i> . . . . .	"	<u>150</u>
Kurwaur, Gyutha, and Pepulda . . . . .	Boondee Rupees	3,560
Discount, 5 per cent. . . . .	" "	178
	Gomanshahee Rupees	<u>3,382</u>
<i>Scindia's share</i> . . . . .	Rupees	1,520
<i>Holkar's share</i> . . . . .	"	1,520
<i>Puar's share</i> . . . . .	"	<u>342</u>
Indurgurh and Khotoulee, ten villages in the hands of Scindia's and Holkar's farmers . . . . .	Boondee Rupees	13,798
Discount, 5 per cent. . . . .	" "	690
	Gomanshahee Rupees	<u>13,108</u>

## 3.—TRIBUTE OF SHAHABAD.

Heretofore payable to the Peishwa; not exactly ascertained, but estimated at Rupees 25,000, half in specie and half in goods.

(Sd.) C. T. METCALFE.

L. S.

MAHA RAO RAJAH OMID SING BAHADOOR.  
RAJ RANA ZALIM SING.  
MAHARAJAH SHEODAUN SING.  
HOOL CHUND.



**SUPPLEMENTARY ARTICLE of the TREATY concluded between the  
BRITISH GOVERNMENT and the PRINCIPALITY of KOTAH on  
the 26th of December A. D. 1817.**

The contracting parties agree :—That after Maha Rao Omeid Sing, the Rajah of Kotah, the principality shall descend to his eldest son and heir-apparent, Maharaj Koowar Keshour Sing and his heirs, in regular succession and perpetuity : and that the entire administration of the affairs of the principality shall be vested in Raj Rana Zalim Sing, and after him in his eldest son, Koowar Madhoo Sing and his heirs, in regular succession and perpetuity.

*Done at Delhi, this 20th day of February A. D. 1818.*

(Sd.) C. T. METCALFE.  
MAHA RAO RAJAH OMEID SING BAHADOOR.  
RAJ RANA ZALIM SING.  
MAHARAJAH SHEODAUN SING.  
HOOL CHUND.  
JEWUN RAM.

MEMO.—This supplemental Article was ratified by His Excellency the Governor-General, at Lucknow, on the seventh day of March 1818.

(Sd.) J. ADAM,

*Secretary to the Governor-General.*

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**No. CL.**

**SUNNUD under the seal and signature of HIS EXCELLENCY the  
GOVERNOR-GENERAL in COUNCIL to MAHA RAO OMEID  
SING of KOTAH—1819.**

To all Officers, present and to come, Officers of the British Government, be it known :

Whereas the friendship subsisting between the British Government and the Maha Rao Omeid Sing, of Kotah, and the good offices rendered by him to the English Government, are well known and established ; in consideration of this friendship the Most Noble the Marquis of Hastings, Governor-General in Council, through the medium of Captain Tod, has granted the sovereignty unto the Maha Rao aforesaid, of the under-mentioned places, together with the relinquishment or maafee of the tribute of Shahabad, due from the Maha Rao under the provisions of the Treaty concluded at Delhi on the 26th December 1817, to be enjoyed by him, his heirs and successors.

The Maha Rao will, therefore, consider himself master of these said places, attach the ryots to him by kindness, and take them under his Government. No other shall interfere therein.

Pergunnah Dig.  
„ Puchpar.

Pergunnah Ahore.  
„ Gungraur.

*Given under the seal and signature of the Governor-General in Council, this 25th day of September 1819 A.D.*

### No. CLI.

TRANSLATION of ARTICLES of ENGAGEMENT under the seal and signature of the MAHA RAO KISHORE SING, dated Nathdwara Uggun bud terus, or 22nd November 1821.

I, Maha Rao Kishore Sing, having seriously reflected on all that has occurred during the last two years, and more particularly of late, and fully convinced of the evil tendency of such conduct, whether as regards the good opinion of the English Government, the welfare of the State of Kotah, and my own happiness, have this day set my seal and signature to the Articles underneath, according to which I shall in future abide. To my intention Sree Nathjee is witness, and should I deviate therefrom I forfeit all future consideration of the British Government—

*1st.*—To all that the British Government may command I shall cheerfully submit, and whatever through you (Captain Tod) may be determined as regards my future comforts and establishments I shall offer no objections.

*2nd.*—According to the Treaty of Delhi in my name and behalf and that of my successors Nanahjee Zalim Sing and successors shall possess and conduct the entire administration of affairs as during the lifetime of my father Rajah Omeid Sing. Whether as regards the country, its revenue, the army, forts, appointment and dismissal of Officers; in all he shall be supreme. I shall not interfere therein.

*3rd.*—Punishment has overtaken the originators of this disturbance. All my evil advisers are gone, or dismissed by me at your command, as Gordhun Dass. Syf Alee, Maharajah Bulwunt Sing, the Kazi Mirza Mohamed Alee, Sheikh Hubeeb, etc. Of those named or others instrumental in misleading me never shall I again have any sort of intercourse with them.

*4th.*—I shall never attempt to entertain any troops beyond the number and description of personal guards which may be admitted me. At my Durbar I shall not admit those who are offensive to the Administrator of affairs, or hold any communication with such.

*Schedule No. 1.*

*Items of provisions to be furnished in the middle of each month by the Administrator of affairs of Kotah for the maintenance of the Maha Rao Kishore Sing, His Household and Establishments, commencing from Mah bud Ekam Sumbut 1878, or January 8th, 1822.*

	Monthly.	Per annum.
1. Temple of Sree Brij Rajjee . . . .	400 0 0	4,800 0 0
2. Powoot, Personal Charities . . . .	0 0 0	2,200 0 0
3. Russoe, Kitchen per day 15 . . . .	450 0 0	5,400 0 0
4. Davi, Expenditure of interior Establishment . . . .	0 0 0	9,306 9 9
5. Guhena, Ornaments for Ranees . . . .	0 0 0	12,000 0 0
6. Kuperdon, Wardrobe for Maha Rao Interior and for Giltis . . . .	0 0 0	18,000 0 0
7. Kutkhurch, Privy Purse . . . .	2,000 0 0	24,000 0 0
8. Sagird Pesha, Domestic Servants . . . .	1,000 0 0	12,000 0 0
9. Fowsla, Kas State . . . .	0 0 0	6,796 8 0
10. Feel Khana Elephants . . . .	0 0 0	3,276 9 0
11. Ruth Garee, Female Equipage to . . . .	0 0 0	1,403 5 6
12. Mahajan and Palkee-Bearers . . . .	0 0 0	1,239 0 0
13. Palace Guards, viz :		
100 Horse at 25 Rupees each . . . .	2,500 0 0	30,000 0 0
200 Foot as per particulars in Hindee		
2 Subadars at 20 rupees each, two Jemadars at 12 each, Flags 8, Havildars 8, Privates 7, each. }	1,465 0 0	17,580 0 0
14. Juhaib, Camels 5 . . . .	0 0 0	317 2 0
15. Sand do. 4 . . . .	0 0 0	488 7 9
16. Moongdana, Wood Fuel, &c. . . .	0 0 0	720 0 0
17. Forage, Grass, &c. . . .	0 0 0	850 0 0
18. Rashnaie, Oil, Candles, Ink, &c.. . .	0 0 0	1,800 0 0
19. Rungae, Dyeing . . . .	0 0 0	2,000 0 0
20. Umbanut, Repairs of Buildings . . . .	250 0 0	3,000 0 0
21. Purchase of Horses, Bullocks and Camels . . . .	0 0 0	6,000 0 0
22. Repairs of Purdahs, Carpets, Tents . . . .	0 0 0	1 000 0 0
23. Dowa Khana, Medicine . . . .	0 0 0	400 0 0
24. Londa Khana . . . .	0 0 0	300 0 0
Total, per annum . . . .		1,64,877 10 0
Or monthly Kotah Halee Rupees . . . .		13,739 12 10
Signature of MADHOO SING.		

*Schedule of provision to be furnished in the middle of each month by the Administrator of affairs of Kotah for the maintenance of Baapoor Lall, the son of Perthi Sing and his family, commencing from Mah bud Ekam Sumbut 1878, or January 8th, 1822.*

Per annum Kotah Halee Rupees . . . .	18,000 0 0
Or monthly . . . .	1,500 0 0
Signature of MADHOO SING.	

ARTICLES drawn up by CAPTAIN TOD for the observance and provision of the MAHA RAO KISHORE SING and successors, and signed by KUNWAR MADHOO SING—1822.

1. The palace, places of recreation, and gardens in and about Kotah, as the mahl in the city, those of Omed Gunge, Rungbarree, Jugpoorah, Makundurra, the gardens called Brij Rajjee, the Gopal Newas, and Brij Belas, shall be in possession of the Maha Rao, whose power in the regulation of them shall be liable to no control on the part of the administration of affairs.

Within the walls of the space appropriated to the palace in the city, on several buildings in which reside families and domestics of the Raj Rana's family, the lane leading from the bastion called the Noa Boorj to the Khetree Darwaza, or Water gate, forms a complete separation. Neither party shall intrude beyond its limits, though the Water gate is common to both excepting armed men for obtaining water; nor shall the Administrator introduce more than fifty chowkeydars as watchmen for the protection of these dwellings and outlets.

2. Provision for the maintenance of the Maha Rao and his household shall be furnished according to the Schedule No. 1, amounting annually to Kotah Halee Rupees one lakh sixty-four thousand eight hundred and seventy-seven, ten annas and three pie, or monthly thirteen thousand, seven hundred and thirty-nine, twelve annas and nine pie (13,739-12-9). This sum shall be disbursed on the middle or amanut of each month, becoming due by a banker fixed by the Raj Rana; the Maha Rao granting his receipt and a copy thereof to the Agent of the British Government as a voucher of the disbursement.

The specific objects of the application of this expenditure contained in the said Schedule No. 1 are solely and entirely under the Maha Rao as the interior of his immediate household, his domestic establishment, and the guards of his palace as hereafter described.

3. On occasions of marriages, births, &c., in the Maha Rao's family, such shall be provided for and conducted with becoming splendor by the Administrator and according to past and old custom. If heirs are born to the Maha Rao an adequate addition will be made for their support according to circumstances and past usage.

4. The Maha Rao and his family shall receive always the same forms of respect and preside on all occasions of public ceremonials and festivals as heretofore, such as the Dusserah, Junnum Ushtumee, &c. Such gifts, charities, benefactions, or establishment as form part of the State expenditure as Dan Poon, Boorsee, the Band and Insignia, &c., heretofore distributed and kept up, shall remain as in the past.

5. When the Maha Rao goes out for air, exercise, or hunting, he shall always be attended by the State Insignia as heretofore, and accompanied by a party of the troops of the State.

6. One hundred horse and 200 foot as personal guards, and for his palace as provided for in Schedule No. 1, are to be under the Maha Rao's sole control; none shall interfere therein. Over these, as well as all his household establishments of whatever description, domestics, &c., as specified, paid and provided for in that Schedule, he is sole master.

7. As provision for Baapoo Lalljee, son of Pirthi Sing, his family and dependants of his father, the sum of eighteen thousand Halee Rupees per annum, or monthly fifteen hundred, is made, and shall be paid and acknowledged in the same manner and time as the Maha Rao's. On occasion of his first marriage expenses proper for the ceremony will be furnished by the Administrator.

8. Sepahees or Mootsuddies dismissed by or deserted from the Administrator of affairs shall not be entertained or harboured by the Maha Rao; nor in like manner shall any of his be received by the Administrator.

9. A person of trust shall remain in attendance with the Maha Rao on the part of the Agent of Government and be the medium of common intercourse.

10. Whatever debts the Maha Rao may have contracted during these disturbances, or may hereafter contract, the State shall not be answerable for.

*Mittee Fagoon, bud Ekum Sumbut 1878, or February 7th, 1822.*

Here follows the signature of Madhoo Sing with the following words: "No deviation shall occur in what is written."

## NO. CLII.

### TREATY between the BRITISH GOVERNMENT and MAHA RAO RAM SING OF KOTAH—1838.

#### ARTICLE 1.

Consequent upon the relinquishment by Raj Rana Mudun Sing of the administration of the affairs of the Kotah principality guaranteed by the supplementary Article of the Treaty of Delhi to Raj Rana Zalim Sing, his heirs and successors, Maha Rao Ram Sing assents to the repeal of the said Article.

#### ARTICLE 2.

With the consent of the British Government the Maha Rao agrees to cede the pergunnahs specified in the annexed Schedule to Raj Rana Mudun Sing, his heirs and successors.

#### ARTICLE 3.

The Maha Rao, his heirs and successors, will fulfil the pecuniary obligations arising out of the present arrangements of separation and transfer agreeably to the appended Schedule.

## ARTICLE 4.

The Maha Rao agrees for himself, his heirs and successors, to pay the tribute as heretofore paid by the Kotah State, with the exception of the sum of Company's Rupees eighty thousand per annum, which the British Government have agreed to receive from Raj Rana Mudun Sing, his heirs and successors; the first payment to be made by the Raj Rana at the beginning of the Sumbut year 1895. The second half-yearly instalment at present due on account of the Fusul Rubee for Sumbut 1894 will be paid in full, *viz.*, Rupees 1,32,360, by the principality of Kotah.

## ARTICLE 5.

The Maha Rao agrees for himself, his heirs and successors, to maintain an auxiliary force, to be commanded and paid by British Officers, should the British Government decide that the measure is expedient; it being clearly understood that the existence of such force shall in no way interfere with the Maha Rao, his heirs and successors' exercise of power in the internal administration of the affairs of the Kotah State.

## ARTICLE 6.

The expense of such force shall never exceed three lakhs of Rupees per annum.

## ARTICLE 7.

If the force shall be raised the funds for its maintenance shall be paid to the British Government by the administration of the Maha Rao, his heirs and successors, in two half-yearly instalments, along with the tribute, and the period for the first payment will be fixed by the British Government.

## ARTICLE 8.

It is to be clearly understood that all the stipulations contained in the Treaty concluded at Delhi between the British Government and Maha Rao Omeid Sing Bahadoor, on the 26th of December 1817, which are not affected by the provisions of the present Treaty, shall remain in full force.

## ARTICLE 9.

The foregoing Articles of Treaty having been concluded between the British Government and Maha Rao Ram Sing of Kotah, and signed and sealed by Captain John Ludlow, Officiating Political Agent, and Lieutenant-Colonel Nathaniel Alves, Agent to the Governor-General for the States of Rajpootana on the one part, and Maha Rao Ram Sing on the other, ratification of the same by the Right Honourable the Governor-General shall be exchanged within two months from this date.

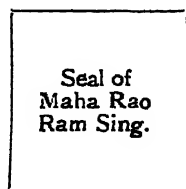
*Done at Kotah, this 10th day of April 1838.*



(Sd.) J. LUDLOW,  
*Offg. Polib. Agent.*



(Sd.) N. ALVES,  
*Agent, Govr.-Genl.*



*Schedule appended to the Treaty of Pergunnahs set apart to constitute a separate principality for Raj Rana Mudun Sing Bahadoor, his heirs and successors, under the designation of Jhallawar.*

Chrechat.

Sukait.

The Choumuhla, comprising—

Puchpuhar.

Ahore.

Dig and Gunrar.

Jhalra Patun, commonly called Oormal.

Reenchwa.

Bukanee.

Delunpoor.

Kotrah Bhalta.

Surerah.

Rutlaee.

Monohur Thanah.

Phool Burode.

Chuchoornee.

Kakoornee.

Cheepa Burode.

The portion of Shergurh beyond or east of the Purwun or Newaj, and Shahabad.

It is to be understood that Nirput Sing will remove from the territory of Jhallawar into that of the Maha Rao, and that his lands lapse to the Raj Rana.

*Kotah, 10th April 1838.*



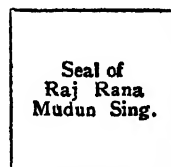
(Sd.) J. LUDLOW

*Offg. Pottl. Agent.*



(Sd.) N. ALVES,

*Agent, Govr.-Genl.*



*Schedule appended to the Treaty of debts for liquidation by the Maha Rao, his heirs and successors, agreeably to the 3rd Article of the said Treaty.*

To Pundit Lallajee Ramchund.	9,27,364	15	6	Mohun Ram Har Lal .	1,134	1	9
Gordhun Nathjee .	30,643	5	6	Nund Ram Peerolal .	7,473	13	0
Bythal Nathjee .	3,75,176	0	0	Oomed Ram Bhyroo Ram.	9,771	9	0
Lalla Soogun Chund .	56,196	1	0	Gopal Dass Bunmalee Dass	2,908	13	0
Juggernuth Seeta Ram .	1,00,825	4	9	Sah Geewan Ram .	835	14	0
Sreo Lal of Punwar .	10,033	4	0	Soujan Mal Sher Mal .	24,487	8	0
Kishoo Ram Byjnath .	2,41,747	12	9	Mohun Lal Bued .	55,423	13	0
Gobind Das Ramgopal .	20,441	1	3	Saligram .	14,554	0	0
Gunesh Dass Kishnaje .	20,281	9	9	Luchmungeer Hureegee .	10,901	0	0
Moujee Ram Molchund .	3,893	12	6	Bohra Daoodjee Khanjee .	11,588	6	6
Daljee Munee Ram .	4,57,796	0	0	Sah Munguljee .	8,948	5	3
Kunhee Ram Bohranath .	40,819	1	0	Sah Humeer Bued .	1,09,617	10	6
Bhora Kameshur .	47,703	8	6	Dooljee Chund Ootum	10,195	10	0
Sobha Chund Motee Chund	15,671	2	9	Chund.			
Sheojee Ram Ooddee Chund	348	7	3	Mudhob Makoond .	1,095	13	9
Bhug Chund of Budoura .	547	2	2	Bohra Balee Bhaxe .	525	11	3
Bohra Sree Chund Gungaram	6,383	2	3	Baktawur Mull Bahadoor	182	15	9
Chugun Kaloo Nugur .	50,000	0	0	Mull.			

The above claims will be individually satisfied by the Maha Rao after due enquiry agreeably to the circumstances of each. The Maha Rao will

also settle any other just debts, should they exist, that may, on enquiry, prove to be justly chargeable to the Kotah State.

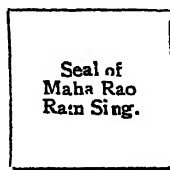
*Kotah, 10th April 1838.*



(Sd.) J. LUDLOW,  
*Offg. Poltl. Agent.*



(Sd.) N. ALVES,  
*Agent, Govr.-Genl.*



### No. CLIII.

**EXTRADITION TREATY** between the **BRITISH GOVERNMENT** and **HIS HIGHNESS SUTROO SAUL SING BAHADOOR, MAHARAO** of **KOTAH**, his heirs and successors, executed on the one part by **CAPTAIN ARTHUR NEIL BRUCE, POLITICAL AGENT HARAOTEE**, under authority from **COLONEL WILLIAM FREDERICK EDEN, GOVERNOR-GENERAL'S AGENT** for the **STATES of RAJPOOTANA**, in virtue of the full powers vested in him by **HIS EXCELLENCY THE RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BART., G.C.B. and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA**, and on the other part by **KUB RAJA BHOWANEE DHAUJEE**, in virtue of the full powers conferred on him by **MAHA RAO SUTROO SAUL SING BAHADOOR** aforesaid—1869.

#### ARTICLE 1.

That any person, whether a British or Foreign subject, committing a heinous offence in British territory, and seeking shelter within the limits of the Kotah State, shall be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.

#### ARTICLE 2.

That any person, being a subject of Kotah, committing a heinous offence within the limits of the Kotah State, and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former, on requisition in the usual manner.



## ARTICLE 3.

That any person, other than a Kotah subject, committing a heinous offence within the limits of the Kotah State, and seeking asylum in British territory, will be apprehended and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the Political supervision of Kotah may at the time be vested.

## ARTICLE 4.

That in no case shall either Government be bound to surrender any person accused of a heinous offence, except on requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

## ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt to murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4. Thuggee.   | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

## ARTICLE 6.

The expenses of any apprehension, detention, or surrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

## ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

## ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

*Done at Kotah, this sixth day of February 1869.*



(Sd.) A. N. BRUCE, *Captain,*

*Political Agent.*



(Sd.) KAB RAJA BHAWANI DAUJI.

*(In vernacular.)*



(Sd ) MAYO.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the 5th of March 1869.



(Sd.) W. S. SETON KARR,

*Secy. to the Govt. of India, Foreign Dept.*

## NO. CLIV.

AGREEMENT SUPPLEMENTARY to the TREATY of 1869 regarding  
EXTRADITION—1887.

Whereas a treaty relating to the extradition of offenders was concluded on the 5th March 1869 between the British Government and the Kotah State: And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Kotah State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India: It is hereby agreed between the British Government and the Kotah State that the provisions of the treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Kotah State but that the procedure prescribed by the law as to the extradition of

offenders for the time being in force in British India shall be followed in every such case.

*Done at Kotah, this 27th day of July 1887.*

Seal,

(Sd.) CHARLES ALLAN BAYLAY, *Lieut.-Col.*,

*Political Agent.*

Seal of  
His Highness  
the Maharao.

(Sd.) MUNIM SHAH CHAGAN LAL,  
*on behalf of the Maharao of Kotah*  
*In vernacular.*

(Sd.) DUFFERIN,

*Viceroy and Governor-General of India:*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eighth day of March, A. D., one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,

*Secretary to the Government of India, Foreign Dept.*

·No. CLV.

KOTAH SALT AGREEMENT, dated the 16TH JUNE 1882.

RATIFIED the 25TH JULY 1882.

#### ARTICLE 1.

His Highness the Maharao agrees to prohibit absolutely, and to prevent the manufacture of edible salt within any part of the Kotah State, but the British Government agree to permit the petty works noted in Schedule A annexed to this Agreement to be kept open for the manufacture of saltpetre and khari salt for industrial purposes, and His Highness the Maharao agrees so to supervise these works as to prevent their total outturn in any one year exceeding two thousand (2,000) maunds of khari salt, and three hundred (300) maunds of saltpetre, and to furnish to the British Government annual returns of the outturn from each of these works.

## ARTICLE 2.

No tax, toll, transit duty, or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or carried through the Kotah State.

## ARTICLE 3.

His Highness the Maharao agrees to prohibit the importation into, or consumption within, the Kotah State of any salt whatever other than salt upon which duty has been levied by the British Government.

## ARTICLE 4.

In consideration of the effective observance by His Highness the Maharao of Kotah of the stipulations in this Agreement the British Government agrees to pay to His Highness the Maharao of Kotah, in lieu of import, export, transit and every other charge on salt, the sum of Rupees sixteen thousand (Rs. 16,000) annually.

## ARTICLE 5.

The losses to the Kotri Chiefs and their Jagirdars (named in Schedule B) and to the Jagirdars of the Kotah State (named in Schedule C), consequent on the abolition of the aforesaid duties having been considered in concert by the British Government and His Highness the Maharao of Kotah, the British Government agrees to pay annually to His Highness the sum of Rupees three thousand one hundred and seventy-five (Rs. 3,175) to be distributed as follows :—

Rs.

To the Kotri Chiefs and their Jagirdars, in accordance with Schedule B . 3,000

To the Jagirdars of Kotah State, in accordance with Schedule C . 175

The British Government further agrees to pay to His Highness the Maharao of Kotah a sum of Rupees fifteen thousand nine hundred and five (Rs. 15,905), which is to be distributed to the Jagirdars of the State in accordance with Schedule D as compensation in full for the abolition of the Mappa duties on salt, which they have hitherto been entitled to levy.

## ARTICLE 6.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

## ARTICLE 7.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharao of Kotah, except in so far as its provisions may be repugnant thereto.

## ARTICLE 8.

This Agreement is to come into force from the 1st August 1882.

## SCHEDULE A.

*1.—Statement showing the detail of the Petty Works permitted to be kept open for the manufacture of Khari Salt in the Kotah State, together with the maximum outturn allowable.*

No.	Nizamst.	Village.	No. of Agars.	KHARI SALT.			REMARKS.
				Present outturn.	Additional outturn allowable if required.	Maximum outturn authorized.	
				Mds.	Mds.	Mds.	
1	Anta . . .	Barwa . . .	2	48	16	64	
			3	48	16	64	
2	} Baran . . .	Nalkha . . .	1	96	8	104	
3		Shamspur . . .	1	56	8	64	
			2	152	16	168	
4	} Barodh . . .	Berkheta . . .	1	24	32	56	
5		Juheri . . .	2	48	40	88	
6		Morpa . . .	3	144	24	168	
7		Napahera . . .	4	192	32	224	
8		Shahpur . . .	1	48	8	56	
			11	456	136	592	
9	} Digod . . .	Amapura . . .	4	60	182	242	
10		Gumapura . . .	3	144	60	204	
11		Jhonpitoran . . .	1	30	20	50	
12		Kalurewa . . .	1	48	8	56	
13		Karkara . . .	4	48	176	224	
14		Mehadi . . .	2	...	112	112	} Agars not worked at present.
15		Shoil . . .	1	...	32	32	
			16	356	590	926	
16	} Etawah . . .	Analda . . .	1	...	18	18	} Agars not worked at present.
17		Etawah . . .	1	...	18	18	
			2	...	36	36	
18	} Ladpura . . .	Arjunpura . . .	1	60	32	92	
19		Dadwara . . .	1	60	8	68	
			2	120	40	160	
20	} Mangarol . . .	Balapura . . .	1	16	8	24	} Agars not worked at present.
21		Ranithera . . .	2	...	30	30	
			3	16	38	54	
			38	1,128	872	2,000	

KOTAH POLITICAL AGENCY,  
The 8th November 1881.

(Sd.) C. A. BAYLAY, Major,  
Political Agent.

11.—Statement showing the detail of the Petty Works permitted to be kept open for the manufacture of Saltpetre in the Kotah State, together with the maximum outturn allowable.

No.	Nizamat.	Village.	SALTPETRE.				REMARKS.
			No. of Agars.	Present outturn.	Additional outturn allowable if required.	Maximum outturn authorized.	
				Mds.	Mds.	Mds.	
1	} Anta . .	Barwa . . .	2	3	3	6	
2		Sorsan . . .	1	...	11	11	
			3	3	14	17	
3	} Baran . .	Baran . . .	2	12	...	12	
4		Semli . . .	1	12	...	12	
			3	24	...	24	
5	} Barodh . .	Borkhera . .	1	...	4	4	
6		Jiaberi . . .	2	...	6	6	
7		Morpa . . .	3	...	12	12	
8		Napahera . .	4	...	12	12	
			10	...	34	34	
9	} Digod . .	Amarpura . .	1	...	14	14	
10		Digod . . .	1	...	18	18	
11		Mehudi . . .	1	...	2	2	
12		Polai Khurd .	1	...	7	7	
13		Sheli . . .	1	...	2	2	
			5	...	43	43	
14	} Etawah . .	Rajopa . . .	1	18	30	48	
			1	18	30	48	
15	} Kotah . .	Kotah . . .	5	...	134	134	
			5	...	134	134	
		TOTAL .	27	45	355	300	

KOTAH POLITICAL AGENCY,  
The 8th November 1881. }

(Sd.) C. A. BAYLAY, Major,  
Political Agent.

## SCHEDULE B.

(Referred to in Article 5 of the Agreement.)

*Statement of the sums to be paid annually by His Highness the Maharao of Kotah to the Kotri Chiefs and their Jagirdars, therein mentioned, in lieu of the income hitherto derived by the said Kotri Chiefs and their Jagirdars from the taxation of salt within the limit of their estates.*

No.	Name and designation of Kotri Chiefs and their Jagirdars-		Amount of annual compensation.
			Rs. a. p.
1	{ Indergarh. } Maharaja Sher Singh of Indergarh . . . . .		1,800 0 0
2		Do. Durjan Lal, Jagirdar of Jatwari . . . . .	10 0 0
3		Do. Arjun Singh, Jagirdar of Chapole . . . . .	10 0 0
4		Do. Moti Singh, Jagirdar of Nimola . . . . .	100 0 0
5	{ Khatowli. } Do. Bhairo Singh of Khatowli . . . . .		160 0 0
6		Do. Indur Sal, Jagirdar of Kherli . . . . .	15 0 0
7		Do. Gulab Singh, Jagirdar of Kharila . . . . .	10 0 0
8		Do. Ajit Singh, Jagirdar of Pharera . . . . .	10 0 0
9	{ Gainta. } Do. Madho Singh of Gainta . . . . .		300 0 0
10		Do. Bhairi Sal, Jagirdar of Morkhanna . . . . .	10 0 0
11		Do. Ranjit Singh of Pusud . . . . .	185 0 0
12		Do. Guman Singh of Pepulda . . . . .	170 0 0
13		Do. Gagan Sal of Balwan . . . . .	70 0 0
14		Do. Devi Singh of Antarda . . . . .	50 0 0
15		Do. Sobhag Singh of Karwar . . . . .	100 0 0
TOTAL . . . . .			3,000 0 0

(Sd.) C. A. BAYLAY, Major,

Political Agent.

## SCHEDULE C.

(Referred to in Article 5 of the Agreement.)

*Statement of the sums to be paid annually by His Highness the Maharao of Kotah to certain Jagirdars of the Kotah State, therein mentioned, in lieu of the income hitherto derived by the said Jagirdars from Bhum levied on salt in transit through their estates.*

No.	Name and designation of Jagirdars.	Amount of annual compensation.
		Rs. a. p.
1	Apji Amar Singh of Palaita . . . . .	80 0 0
2	Apji Ajit Singh of Koela . . . . .	95 0 0
	TOTAL . . .	175 0 0

## SCHEDULE D.

*Showing the sums payable to the Jagirdars of the Kotah State for the abolition of Mappa duties on salt at twenty years' purchase.*

No.	Name and designation of Jagirdars.	Amount of compensation payable.
		Rs. a p.
1	Apji Amar Singh of Palaita . . . . .	2,000 0 0
2	Apji Ajit Singh of Koela . . . . .	5,000 0 0
3	Maharaja Nahar Singh of Bamulia . . . . .	600 0 0
4	Apji Kishan Singh of Rajgarh . . . . .	140 0 0
5	Raj Rup Singh of Kunari . . . . .	530 0 0
6	Pandit Moti Lal . . . . .	2,720 0 0
7	The Ram Ratharji . . . . .	670 0 0
8	The Maji Sahiba Mansingot . . . . .	350 0 0
9	Khawas Guman Rai . . . . .	760 0 0
10	Kabrai Bhawani Dan . . . . .	1,000 0 0
11	Bhandar Sri Gardhan . . . . .	1,850 0 0
12	Sri Achirajji Maha Prubhu . . . . .	285 0 0
	TOTAL . . .	15,905 0 0

KOTAH POLITICAL AGENCY }  
The 8th November 1881. }

(Sd.) C. A. BAYLAY, Major,  
Political Agent.



## No. CLVI.

MEMORANDUM of AGREEMENT made this day of one thousand eight hundred and ninety between the GOVERNMENT of HIS HIGHNESS THE MAHARAO of KOTAH (hereinafter called HIS HIGHNESS' GOVERNMENT) of the first part, and the INDIAN MIDLAND RAILWAY COMPANY, LIMITED (hereinafter called THE COMPANY) of the other part, for the working of HIS HIGHNESS THE MAHARAO'S RAILWAY forming a portion of the GUNA-BARAN RAILWAY (hereinafter called the RAILWAY) commencing at mileage 261 and 1,571 $\frac{2}{3}$  feet from ITARSI JUNCTION in the direction of BARAN and extending to BARAN STATION in the territory of HIS HIGHNESS THE MAHARAO.

1. This Agreement shall remain in force until the expiration of the Principal Contract subsisting between the Company and the Secretary of State for India, dated the 2nd of October 1885, or until the expiration of a period of ten years from the date of the opening of the Railway for public traffic of all kinds, whichever period shall first expire, and shall be determinable then, or upon the 30th June or the 31st December in any year thereafter, provided that not less than twelve months' previous notice in writing has been given by one of the parties to this Agreement to the other of them.

2. The Railway during the term of this Agreement is to be worked by the Company as part of the undertaking, which consists of the Indian Midland Railway and Railways worked by the Company, subject to the same arrangements as are in force with the Company itself under the Principal Contract except as hereinafter modified.

3. All communications of importance, or involving Capital expenditure between His Highness' Government and the Company, under this Agreement, shall pass through the Political Officer representing the Kotah Durbar and the Consulting Engineer to the Government of India, Lucknow Circle, or such other Officer as the Government of India may from time to time appoint to undertake the same general duties with respect to the Railway, as are entrusted to that Officer by the Government of India in respect to the Indian Midland Railway. All correspondence as to details in connexion with sanctioned works, and as to traffic and other matters, shall be carried on direct between the Political Officer representing the Kotah Durbar and the Indian Midland Railway Company.

4. Within one year from the opening of the Railway, or as soon as possible before the expiration of that period the Railway shall be completely constructed and equipped by and at the expense of His Highness'

Government in a substantial and satisfactory manner, as to works, permanent way, buildings, fixed machinery, and in all other respects, and stations and other buildings shall be fully equipped with the usual plant, fittings, furniture and appliances. All the works so carried out including the permanent way, buildings, machinery, plant, fittings, furniture, appliances, and equipments shall be up to the standard on which the Company's own line, buildings and works have been constructed and equipped, or shall be approved of by the Consulting Engineer.

5. A full section of permanent ballast or 84,000 cubic feet per mile of track laid on wooden sleepers outside cuttings, and 87,000 cubic feet per mile of track laid on steel sleepers, or in rock cuttings, shall be provided by, and at the expense of His Highness' Government, and to meet the loss of ballast resulting from the subsidence of embankments, a further quantity of 8,000 cubic feet per mile of track in bank is to be provided by and at the expense of His Highness' Government. This ballast shall be distributed as follows:—In cuttings and on light banks (under 5 feet) and in station yards the permanent ballast shall be spread, or with the sanction of the Engineer-in-Chief who is superintending the construction of the Railway shall be stacked or laid in such manner as the Company shall approve; on embankments generally it should be stacked on cess, or in *Dépôt* for subsequent use. All permanent way on embankments in the first instance and before the opening for general traffic, is to be packed with temporary ballast of sand or sound moorum or the best material obtainable in the District. The cost of distributing, spreading and packing the permanent ballast, which is chargeable to Capital and has to be done by the Company shall be settled finally before the line is taken over by the Company.

6. When the opening of the Railway for public traffic has been sanctioned by the Government of India, His Highness' Government shall, except as provided in clause 7, hand over the Railway to the Company, and the Company shall accept the Railway for the purposes of this Agreement. His Highness' Government guaranteeing to the Company full and undisturbed possession of the Railway at all times during the continuance of this Agreement.

7. The Engineer-in-Chief in charge of the construction of the Railway shall, within one year of the opening of the Railway, complete at the cost of His Highness' Government all additional works, fixed structures, machinery, etc., that may be necessary for the proper completion of the Railway, in accordance with the requirements of the Company or the orders of the Consulting Engineer. Schedules shall be prepared by the representatives of the Railway and the Company showing the works which are considered necessary for the completion of the line within this period. Such works shall not include the spreading and packing of permanent ballast referred to in clause 5 above: and the permanent way and existing works shall be maintained by the Company. A list giving particulars of all furniture and moveable equipment at stations shall be prepared as soon as the furniture and equipment have been fully provided and shall be signed by a representative of the Railway and a representative of the Company.

8. Except as provided in clause 7, all additional works and alterations in existing works that are not of the nature of repairs or new minor works, which may from time to time be agreed upon, between His Highness' Government and the Company, as necessary for the efficient working of the Railway, shall be carried out by the Company at the cost of His Highness' Government, on estimates sanctioned and approved by His Highness' Government and the Consulting Engineer.

9. For works which may be required after the first twelve months, the Company shall submit to His Highness' Government an estimate of the probable Capital requirements for the coming official year, and shall during the said year be at liberty to expend the amount mentioned in the estimate or such part thereof as may be necessary on objects properly chargeable to Capital without further reference to His Highness' Government provided that if the expenditure is incurred on any work not specified in the said estimate, an explanation of the necessity for such expenditure shall be furnished to His Highness' Government at the earliest possible opportunity. Such estimates shall be submitted annually three months before the commencement of the official year. Or if, from any unforeseen circumstances, the total expenditure for which the estimate has been submitted is likely to be exceeded, a fresh application for funds with supplemental estimate shall be made as early as possible. His Highness' Government shall after approval of the estimates place at the disposal of the Company  $\frac{1}{4}$ th of the whole amount for which the estimate has been submitted and shall without delay meet all further demands from time to time up to the total amount of the estimate. These estimates shall not include provision for additional ballast beyond the quantity provided for in clause 5.

10. The cost of works the execution of which under clause 9 of this Agreement is required to be carried out by the Company, shall be dealt with as follows:—

- (a) All such works costing over Rs. 1,000 shall be charged to the Capital Account of the Railway, and paid for by His Highness' Government.
- (b) Petty works costing not more than Rs. 1,000 each shall be charged to Revenue and shall be met from the sum allowed to the Company for maintenance and working of the said Railway as hereinafter provided.

Provided always that if for any half-year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half-year, such excess shall be charged to the Capital Account of the said Railway and shall be met by His Highness' Government.

11. The Company shall maintain the Railway in good repair and in good working order and condition up to the standard of its own line, and to the satisfaction of the Consulting Engineer upon the following terms—that is to say, the cost of and expenses of such maintenance shall be borne by the Company so far only as such maintenance shall be necessary to make

good damage caused by the ordinary wear and tear incidental to the use and working of the said Railway and works by the Company, and the conveyance of traffic thereon by the Company, and not further or otherwise; and the Company shall not bear nor be put to any cost or expense for, or in respect of, any repair, restoration, renewal, or replacement necessary to make good any damage that may occur to the said Railway and works, or any portion thereof, which may arise from defective original construction, or may be caused by weather storm accident or any extraordinary casualty not due to defects in the maintenance or working of the Railway by the Company, and to the occurrence of which the Company shall not have in any way contributed by any act, neglect or default of their own. Provided that, if in any case His Highness' Government and the Company shall not agree as to the liability of the Company under this section the matter in question shall be referred to arbitration as hereinafter provided, and the decision arrived at on such arbitration shall be binding on both parties to the reference.

12. During the continuance of this Contract the Company shall be in possession of and have entire control of the Railway, shall supply all staff required for the supervision, maintenance and working, including that for audit and accounts, and shall supply all locomotives and other rolling stock, fuel and working stores required for the efficient working of the Railway.

13. The Railway Police will be provided by the Company, and three equal tenth parts of the cost of providing and maintaining the force from time to time employed will in accordance with the procedure laid down by Government be borne by His Highness' Government, the remaining seven-tenths being a charge against the Company. The term Police shall include the force required for law and order as well as that required for watch and ward.

14. The Company shall charge generally such rates, fares, and tolls as are within the schedule of maxima and minima rates sanctioned by Government from time to time for the Indian Midland Railway, and shall make such rules, conditions, and arrangements in respect of the traffic on the Railway as are now, or shall be from time to time, in force on the Indian Midland Railway; and it shall be understood that the Company will not make or give any undue or unreasonable preference or advantage to, or in favour of any particular person or company or any description of traffic or subject any particular person or company to any undue or unreasonable prejudice or disadvantage, but shall do all in its power to develop traffic on the Railway.

15. All costs, charges and expenses incurred by the Company in connexion with the maintenance, management, use and working of the Railway, and the conveyance of traffic thereon shall be paid by the Company, provided that, in the event of the telegraph lines and instruments not being the property of the Railway, the cost of the rent of the same shall be a charge against the Railway.

16. The gross receipts of the Railway are to be collected and treated as receipts of the Company, and the Company shall pay the same into the

Government Treasury in the same way as their own earnings. The expression "gross receipts" as used in this Agreement means and includes gross earnings from coaching and goods traffic, and moneys received by the Company from the working of any telegraphs or telegraphic appliances which are the property of the Railway, or of which the Government of India have allowed the Company the exclusive use for the purposes of the Railway; also all sums received as rent and all other sundry receipts usually treated as Railway Revenue.

17. The Company shall keep distinct and separate accounts of the gross receipts of the Railway. Such accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in each year, or to such other days as may at any time be prescribed for the Indian Midland Railway, and so soon as the half-yearly accounts of the Company have been passed by the Consulting Engineer, and not later than three months after the close of each half-year, the Company shall render to His Highness' Government, through the Consulting Engineer, a summary of the account of the Railway, signed by the Consulting Engineer and by the Government Examiner of Accounts attached to the Indian Midland Railway.

18. The amount of the said gross receipts, ascertained as in the last preceding paragraph mentioned, shall be dealt with as follows: namely, for working and maintaining the Railway, as herein before provided, the Company shall retain out of the said gross receipts a sum that shall bear the same percentage to the entire gross receipts of the Railway for each half-year as the aggregate working expenses of the whole System of the Company (including the Railway) shall bear to the gross receipts of that System for the same half-year, but such sum shall not in any half-year exceed 50 per cent. of the entire gross receipts of the said Railway for that half-year and the said sum shall be accepted by the Company in full satisfaction for the supply of rolling stock, plant and machinery, other than fixed machinery, and the managing, working, and maintaining, of the said Railway and works, in accordance with the provisions of this Contract and for the performance by the Company of every other obligation undertaken by them under this Contract, with reference to the said Railway and works.

19. The remainder of the said gross receipts, after deduction of the sum so retained by the Company as aforesaid, shall be paid over to His Highness' Government in the manner prescribed by the Government of India. Every Revenue account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to His Highness' Government, but nevertheless any error which may subsequently be discovered therein shall be corrected in the next or in any subsequent Revenue account.

20. All money transactions under this Agreement as between His Highness' Government and the Company shall be in British Government rupees and the Company are to accept the British Currency only in payment of fares and rates.

21. If His Highness' Government and the Railway Company shall fail to agree touching any matter with respect to which their agreement is

required by this Contract, or if, in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between His Highness' Government and the Company, touching this Contract, or any clause or thing herein contained, or the construction thereof, or any matter connected with this Contract or the operation thereof, or the rights, duties or liabilities of either party in relation to the Contract, then and in every such case the matter in regard to which His Highness' Government and the Company shall fail to agree, or the matter in difference, as the case may be, shall be settled by arbitration in a manner to be arranged between His Highness' Government and the Company with the approval of the Government of India.

<i>Agent,</i> <i>Indian Midland Railway.</i>	<b>RAGHUNATH DOSS,</b> <i>Prime Minister,</i> <i>Kotah.</i> <i>Consulting Engineer to the Government of India,</i> <i>Lucknow Circle.</i>
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## No. CLVII.

RAJ RANA MUDUN SING having agreed to relinquish the administration of the affairs of the Kotah principality guaranteed by the Supplementary Article of the Treaty of Delhi to RAJ RANA ZALIM SING, his heirs and successors, the present Treaty is formed between the BRITISH GOVERNMENT and RAJ RANA MUDUN SING aforesaid.—1838.

### ARTICLE 1.

The supplementary Article of the Treaty of Delhi, bearing date the 20th of February 1818, between Maha Rao Omeid Sing Bahadoor, the Rajah of Kotah, and the British Government, is hereby repealed.

### ARTICLE 2.

The British Government agree with the consent previously obtained from Maha Rao Ram Sing of Kotah to grant to Raj Rana Mudun Sing, his heirs, and successors being the descendants of Raj Rana Zalim Sing, according to the custom of succession obtaining in Rajwara, a separate principality to be formed out of the Kotah State, and consisting of the pergunnahs specified in the annexed Schedule.

### ARTICLE 3.

The British Government will confer appropriate titles upon the Raj Rana, his heirs and successors.

## ARTICLE 4.

There shall be perpetual friendship, alliance, and unity of interests between the British Government on the one hand, and Raj Rana Mudun Sing, his heirs and successors, on the other.

## ARTICLE 5.

The British Government engages to take Raj Rana Mudun Sing's principality under its protection.

## ARTICLE 6.

The Raj Rana, his heirs and successors, will always act in subordinate co-operation with the British Government, acknowledging its supremacy, and engaging not to have any connection with the Chief of other States, in disputes with which they agree to abide by the decision of the British Government.

## ARTICLE 7.

The Raj Rana and his heirs and successors will not enter into negotiations with any Chief or State without the sanction of the British Government, but their customary amicable correspondence with friends and relatives shall be continued.

## ARTICLE 8.

The troops of the principality of Raj Rana Mudun Sing, according to its means, will be furnished at the requisition of the British Government.

## ARTICLE 9.

The Raj Rana and his heirs and successors shall remain absolute rulers of the country, and the civil and criminal jurisdiction of the British Government shall not be introduced into the principality.

## ARTICLE 10.

The Raj Rana, his heirs and successors, will fulfil the pecuniary obligations involved in the present arrangements of separation and transfer by assignments on land agreeably to the appended Schedule, and abide by the decision of the British Government in all minor points arising out of the said separation.

## ARTICLE 11.

The Raj Rana, his heirs and successors, will pay as tribute to the British Government the yearly sum of eighty thousand Company's Rupees, by two half-yearly instalments of Rupees 40,000 each, *viz.*, the "Khureef" on Mittee Poosooder Poorun Mashee, and the "Rubbee" on Mittee Jaet

Soodee Poorun Mashee, commencing with the Khureef instalment of Sumbut 1895.

# ARTICLE 12.

This Treaty of twelve Articles having been concluded at Kotah and signed and sealed by Captain John Ludlow, Officiating Political Agent, and Lieutenant-Colonel Nathaniel Alves, Agent to the Governor-General for the States of Rajpootana, on the one part, and Raj Rana Mudun Sing on the other, the ratification of the same by the Right Honourable the Governor-General of India shall be exchanged within two months from this date.

*Done at Kotah, this 8th day of April 1838.*



Signed and sealed.

(Sd.) J. LUDLOW,

*Offg. Poltl. Agent.*



Signed and sealed.

(Sd.) N. ALVES,

*Agent, Govr.-Genl.*

*Schedule appended to the Treaty of Pergunnahs set apart to constitute a separate principality for Raj Rana Mudun Sing Bahadoor, his heirs and successors, under the designation of Jhallawar.*

Chechut.

Sukait.

The Choumuhla, comprising—

Puchpuhar.

Ahore.

Dig, and

Gungrar.

Jhalra Patun, commonly called  
Oormal.

Reenchwa.

Bukanee.

Delunpoor.

Kotrah Bhalta.

Surerah.

Rutlaee.

Munohur Thanah.

Phool Burode.

Chuchoornee.

Kakoornee.

Cheepa Burode.

The portion of Shergurh, beyond or east of the Purwun or Newaj, and Shahabad.



It is to be distinctly understood that Nirput Sing will remove from the territory of Jhalawar into that of the Maha Rao and that his lands lapse to the Raj Rana.

*Dated Kotah, 10th April 1838.*



Signed and sealed.

(Sd.) J. LUDLOW,

*Offg. Poltl. Agent.*



Signed and sealed.

(Sd.) N. ALVES,

*Agent, Govr.-Genl.*



Seal of MAHA RAO RAM SING.

*Schedule of debts to be liquidated by Raj Rana Mudun Sing, his heirs and successors, agreeably to the 10th Article of the accompanying Treaty.*

DEBTS.

To Mungnee Ram Zorawur Mull . . . .	61,447 13 3
To Ranjee Dass Tunsook Dass . . . .	4,43,821 3 6
To Mohun Ram Rukul Dass . . . .	2,67,839 7 0

Raj Rana Mudun Sing agrees to pay on account of the above debts within seven days after installation in his new principality the sum of three lakhs twenty-six thousand one hundred and thirty-seven Rupees seven annas and nine pies (Rupees 3,26,137-7-9), and subsequently within four years, by half-yearly instalments, the balance amounting to eleven lakhs forty-five thousand two hundred and seventeen Rupees (Rupees 11,45,217), in which is included interest at 8 per cent. per mensem, or at each fusul as stated below and to liquidate the entire amount within a period of four years, failing in which the British Government will have it at their option to arrange for the payment of the debts by setting apart a portion of the country of Jhalawar for that purpose, the first instalment to be paid in the month Kartik

Soodee Poorun Mashee, Sumbut 1895, and the second instalment in the month Bysak Soodee Poorun Mashee, Sumbut 1896.

*Amount of instalments (interest included) to be paid as follows:*

1st Instalment	.	.	.	.	.	.	.	.	.	.	1,50,000
2nd „	.	.	.	.	.	.	.	.	.	.	1,50,000
3rd „	.	.	.	.	.	.	.	.	.	.	1,50,000
4th „	.	.	.	.	.	.	.	.	.	.	1,50,000
5th „	.	.	.	.	.	.	.	.	.	.	1,50,000
6th „	.	.	.	.	.	.	.	.	.	.	1,50,000
7th „	.	.	.	.	.	.	.	.	.	.	1,50,000
8th „	.	.	.	.	.	.	.	.	.	.	95,217

*Kotah, 8th April 1838.*



Signed and sealed.

(Sd.) J. LUDLOW,

*Offg. Poltl. Agent.*



Signed and sealed.

(Sd.) N. ALVES.

*Agent, Govr.-Genl.*



(Sd.) RAJ RANA MUDUN SING.

## No. CLVIII.

**EXTRADITION TREATY** between the **BRITISH GOVERNMENT** and **HIS HIGHNESS PIRTHEE SINGH BAHADOOR, MAHARAJ RANA of JHALLAWAR**, his heirs and successors, executed on the one part by **CAPTAIN ARTHUR NEIL BRUCE, POLITICAL AGENT, HARAOTEE**, under authority from **COLONEL WILLIAM FREDERIC EDEN, AGENT to the GOVERNOR-GENERAL for the STATES of RAJPOOTANA**, in virtue of the full powers vested in him by **HIS EXCELLENCY the RIGHT HON'BLE SIR JOHN LAIRD MAIR LAWRENCE, BARONET, G.C.B., and G.C.S.I., VICEROY and GOVERNOR-GENERAL of INDIA**, and on the other part by **SAHAI HURUK CHUND**, in virtue of the full powers conferred on him by **MAHARAJ RANA PIRTHEE SINGH BAHADOOR**, aforesaid.—1868.

**ARTICLE 1.**

That any person, whether a British or Foreign subject, committing a heinous offence in British territory and seeking shelter within the limits of the Jhallawar State, shall be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 2.**

That any person, being a subject of Jhallawar, committing a heinous offence within the limits of the Jhallawar State and seeking asylum in British territory, will be apprehended and delivered up by the latter Government to the former on requisition in the usual manner.

**ARTICLE 3.**

That any person other than a Jhallawar subject, committing a heinous offence within the limits of the Jhallawar State and seeking asylum in British territory, will be apprehended, and the case investigated by such Court as the British Government may direct. As a general rule such cases will be tried by the Court of the Political Officer in whom the political supervision of Jhallawar may at the time be vested.

**ARTICLE 4.**

That in no case shall either Government be bound to surrender any person accused of a heinous offence except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed ; and also upon such evidence of

criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

#### ARTICLE 5.

That the following offences be deemed as coming within the category of heinous offences :—

- |   |   |
|---|---|
| 1. Murder.  | 11. Robbery.                                    |
| 2. Attempt at murder.                                 | 12. Burglary.                                   |
| 3. Culpable homicide under aggravating circumstances. | 13. Cattle-theft.                               |
| 4 Thuggee.  | 14. Arson.                                      |
| 5. Poisoning.   | 15. Forgery.                                    |
| 6. Rape.  | 16. Counterfeiting coin, or uttering base coin. |
| 7. Causing grievous hurt.                             | 17. Criminal breach of trust.                   |
| 8. Child-stealing.                                    | 18. Criminal misappropriation of property.      |
| 9. Selling females.                                   | 19. Abetting the above offences.                |
| 10. Dacoitee.   |   |

#### ARTICLE 6.

The expenses of any apprehension, detention, or sutrender, made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

#### ARTICLE 7.

The above Treaty shall continue in force until either of the high contracting parties shall give notice to the other of its wish to terminate it.

#### ARTICLE 8.

Nothing herein contained shall be deemed to affect any Treaty now existing between the high contracting parties, except so far as any Treaty may be repugnant thereto.

Done at Jhalra Patun, this 28th day of March 1868.

*Signed and Sealed.*

(Sd.) A. N. BRUCE,  
*Political Agent.*

Treaty ratified by His Excellency the Viceroy and Governor-General of India at Calcutta, on the 28th day of April 1868.

## No. CLIX.

AGREEMENT SUPPLEMENTARY to the TREATY OF 1868 regard-  
ing EXTRADITION.—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 28th April 1868 between the British Government and the Jhallawar State : And whereas the procedure prescribed by the Treaty for the extradition of offenders from British India to the Jhallawar State has been found by experience to be less simple and effective than the procedure prescribed by the law as to the extradition of offenders in force in British India : It is hereby agreed between the British Government and the Jhallawar State that the provisions of the Treaty prescribing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Jhallawar State ; but that the procedure prescribed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case.

Signed at Jhalra Patan this sixteenth day of July in the year A. D. one thousand eight hundred and eighty-seven.

(Sd.) In vernacular.

Signature of BOHRA NATHU LALL

DATED JHALRA PATAN,

*The 16th July 1887.*

On behalf of the Maharaj Rana  
of Jhallawar, Rajputana.



(Sd.) H. B. ABBOTT, *Lieut.-Col.,*  
*Political Agent in Jhallawar.*



(Sd.) DUFFERIN,

*Viceroy and Governor-General of India.*

This Agreement was approved and confirmed by His Excellency the Viceroy and Governor-General of India at Fort William on the twenty-eight day of March A. D. one thousand eight hundred and eighty-eight.

(Sd.) H. M. DURAND,  
*Secy. to the Govt. of India,*  
*Foreign Dept.*

No. CLX.

JHALLAWAR SALT AGREEMENT, dated the 14th September 1881.

RATIFIED THE 8TH APRIL 1882.

ARTICLE 1.

His Highness the Maharaj Rana agrees to suppress and absolutely prohibit and prevent the manufacture of salt within any part of the Jhallawar State, whether overtly or under the guise of manufacturing saltpetre or other saline product, and to destroy and erase existing salt-works, if any, so that salt cannot there be made.

ARTICLE 2.

No tax, toll, transit duty or due of any kind whatever shall be levied on salt, whether exported from, or imported into, or carried through, the Jhallawar State.

ARTICLE 3.

His Highness the Maharaj Rana agrees to prohibit the importation into, or consumption within, the Jhallawar State of any salt whatever other than salt upon which duty has been levied by the British Government.

ARTICLE 4.

In consideration of the effective observance by His Highness the Maharaj Rana of Jhallawar of the stipulations in this Agreement the British Government agree to pay to His Highness the Maharaj Rana of Jhallawar, in lieu of import, export, transit and every other charge on salt, the sum of Rs. 7,000 (seven thousand) annually.

ARTICLE 5.

The losses to the Jagirdars (named in Schedule A) consequent on the abolition of the aforesaid duties having been considered in concert by the British Government and His Highness the Maharaj Rana of Jhallawar the British Government agree to pay to His Highness the sum of Rs. 250 (two hundred and fifty) annually for distribution to the Jagirdars in accordance with Schedule A.

ARTICLE 6.

None of the stipulations set forth in this Agreement shall be modified or annulled without the previous consent of both the contracting parties.

ARTICLE 7.

Nothing herein contained shall be deemed to affect any Treaty now existing between the British Government and the Maharaj Rana of Jhallawar, except in so far as its provisions may be repugnant thereto.

ARTICLE 8.

This Agreement is considered to have come into force on the 1st October.

## SCHEDULE A.

*Showing the names and amounts of compensation each Jagirdar is entitled to receive in the Jhalawar State in lieu of Salt Duty.*

No.	Name of Jagirdars.	Amount of annual compensation.	REMARKS.
		Rs. a. p.	
1	Thakur Bijey Singh of Sarthal . . . . .	115 0 0	
2	Raoji of Kundla . . . . .	55 0 0	
3	Thakur Guman Singh of Bamori . . . . .	28 0 0	
4	„ Sultan Singh of Ametha . . . . .	22 0 0	
5	Patell of Kirpapur . . . . .	21 0 0	
6	Thakur Zore Singh . . . . .	5 0 0	
7	„ Joogul Singh . . . . .	4 0 0	
TOTAL .		250 0 0	

(Sd.) H. B. ABBOTT, *Major*,

Seal.

Signature of THAKUR BIJEY SINGH.

*Political Supdt., Jhalawar.*

Seal.

„

APJI NIRPUT SINGH.

Seal.

„

DHABAI BUXU RAM.

Seal.

Seal.

„

DHABAI SHEO BUX.

No. CLXI.

SANAD GRANTED by the BRITISH GOVERNMENT to BHOWANI SINGH, son of THAKUR CHATAR SAL of FATHPUR, on his accession to the *gadi* of the reconstituted CHIEFSHIP of JHALAWAR.—1899.

Whereas by a treaty, dated the 8th April, 1838, the British Government granted certain territories to Raj Rana Madan Singh, his heirs, and successors, being the descendants of Raj Rana Zalim Singh, according to the custom of succession obtaining in Rajwara; and whereas the line of the said Raj Rana Zalim Singh became extinct on the deposition of Maharaj

Rana Zalim Singh; and whereas the said territories being now at the disposal of the Crown, Her Majesty the Queen, Empress of India, taking into consideration the intentions of the framers of the said treaty, has been graciously pleased to restore to His Highness Umed Singh, Maharao of Kotah, a portion of the said territories equal to the share thereof originally contributed by the Kotah State; and whereas, as an act of clemency and a proof of the desire of the British Government to maintain the existing political system of India, Her Majesty has assented that the remainder of the said territories shall be replaced under Native Rule, and further shall, in memory of the services rendered by the said Raj Rana Zalim Singh, be reconstituted as a State under the suzerainty of Her Majesty and granted in that condition to a member of the said Raj Rana Zalim Singh's family; and whereas it is expedient to define the conditions subject to which the said State is granted; It is hereby declared as follows:—

1. You, Bhowani Singh, son of Thakur Chatar Sal of Fathpur, have been selected as Chief of the State of Jhalawar consisting of the pargannahs specified in the first schedule hereto annexed, and you are hereby granted the title of Raj Rana and a salute of eleven guns.

2. The Chiefship of the Jhalawar State, the right to administer the said State and the said title and salute will be hereditary in your family, and will be continued to your lineal descendants, by blood or adoption, according to the custom of succession recognised in Rajputana, provided that in each case the succession is approved by the Government of India.

3. The administration of the said State shall be conducted subject to such degree of supervision and political control, exercised in such manner, as the Governor-General in Council may from time to time determine.

4. An annual tribute of thirty thousand rupees (Rs. 30,000) in British Indian currency shall be paid by you and your successors to the British Government on the 1st of April in each year on account of the twelve months then commencing.

5. Every process of any British Court, civil or criminal, in India shall be executed in the Jhalawar State as if it were a process of a court in the said State.

6. The coins of the Government of India shall be a legal tender in the Jhalawar State, in the cases, in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India, and the State shall not undertake separate coinage.

7. No salt shall be manufactured in the Jhalawar State, either overtly or under the guise of manufacturing saltpetre or saline products. No salt, other than salt upon which duty has been levied by the British Government, shall be imported into, or consumed within the State. No tax, toll or due of any kind shall be levied on salt imported into or exported from the State. In consideration of the fact that the Government of India formerly paid to the Maharaj Rana of Jhalawar an annual sum in lieu of import, export, transit and every other charge on salt, as well as an annual sum for distribution to the Jagirdars named in the second schedule hereto annexed and



their successors, the sum of two thousand five hundred rupees (Rs. 2,500) shall be paid annually to His Highness the Raj Rana of Jhalawar, who will distribute the annual payments which are exhibited in the said schedule.

8. The Raj Rana of Jhalawar shall comply with the wishes of the Government of India in all matters connected with the suppression of illicit traffic in opium.

9. No transit duty of any kind shall be levied within the State.

The permanence of the grant conveyed by this Sanad will depend upon the ready fulfilment by you and your successors of the conditions which will be communicated to you herewith, and of all orders which may be given by the British Government with regard to the administration of your territories, the composition of the armed forces of the State and any other matters in which the British Government may be pleased to intervene. Be assured that, so long as your house is loyal to the Crown and faithful to the conditions of this Sanad, you and your successors will enjoy the favour and protection of the British Government.

FORT WILLIAM, } (Sd.) CURZON OF KEDLESTON,  
The 30th January 1899. } Viceroy and Governor General of India.

### *The First Schedule.*

The Chau Mahla, comprising Pachpahar, Awar, Dig and Gangdhar.

Jhalrapatan, including the town of Jhalrapatan and the Chaoni.

Suket to the south of, but including, the villages of Panchakheri, Kaliakheri, Gobindpura, Runji and Bhilwari.

### *The Second Schedule.*

Name of Jagirdar.	Amount of annual payment.
	Rs. a. p.
Thakur Bijey Singh of Sarthal . . . . .	115 0 0
Raoji of Kundla . . . . .	55 0 0
Thakur Guman Singh of Bamori . . . . .	28 0 0
Thakur Sultan Singh of Ametha . . . . .	22 0 0
Patel of Kirpapur . . . . .	21 0 0
Thakur Zore Singh . . . . .	5 0 0
Thakur Jugul Singh . . . . .	4 0 0
TOTAL . . . . .	250 0 0

## IX.—AJMER-MERWARA.

Ajmer-Merwara is an isolated British province in Rajputana, consisting of two districts known as Ajmer and Merwara, and entirely surrounded by Rajput States. It is bounded on the north by Kishangarh and Jodhpur, on the west by Jodhpur, on the south by Udaipur, and on the east by Kishangarh and Jaipur.

*Ajmer.*—In 1193, Prithi Raja, the last of the Chauhan dynasty and King of Delhi and Ajmer, was defeated and killed by Shahab-ud-din, who, however, made over the country to a relative of the deceased Raja under an engagement for a heavy tribute. The Raja revolted, but Kutb-ud-din again annexed Ajmer, after which it remained, with short intervals, under the authority of the Kings of Delhi, until it fell into the hands of the Chiefs of Malwa in 1469. They held it till 1531, when, with the Kingdom of Malwa, it was annexed to Gujarat. The Rathors of Marwar then seized it, but Akbar conquered it in 1556, and for 200 years it formed an integral part of the Moghal empire. In 1756 the Marathas, whose intervention had been invoked by the Rajput governors of Ajmer and the adjacent tracts, obtained possession of Ajmer; and from that time until its transfer to British rule, in 1818, it remained, with an interval of only 3 years, in their hands.

By the Treaty of the 25th June 1818 (*see* Volume IV, Gwalior) Daulat Rao Sindhia, after the Pindari war, ceded the district of Ajmer, valued in the treaty at Rs. 5,05,484 a year, to the British Government; and on the 28th July 1818 Mr. Wilder, the first British Superintendent of Ajmer, received charge of the district from Bapu Sindhia, its last Maratha Governor. The details of the tract as then constituted are contained in the first part of Schedule II annexed to the treaty of 1818.

Since that time the composition of the district has undergone but little change, the only alteration of importance being the addition of five villages by Article 4 of the Treaty of the 12th December 1860 with Sindhia (*see* Volume IV, Gwalior).

In 1842 the district of Ajmer was united with that of Merwara for administrative purposes.

*Merwara.*—The history of Merwara before the occupation of the adjacent district of Ajmer by the British authorities in 1818 is practically a blank. It was inhabited by an independent and plundering race, who were

protected from molestation by the difficult nature of the hilly tract they occupied. In 1818 Mr. Wilder entered into agreements with Jak and other villages, which formed the nucleus of the tract now known as Ajmer-Merwara, to abstain from plunder. The engagements were broken, and in March 1819 Mr. Wilder accompanied a punitive expedition sent from Nasirabad to coerce the villagers. They were punished and police outposts were established, but a general outbreak in 1820 made it necessary to subjugate the country thoroughly. The Darbars of Udaipur and Jodhpur (between whom and the British Government the tract was held to be divided)\* promised to co-operate, and with their assistance the campaign was ended by January 1821.

Captain Tod, in the name of the Rana of Udaipur, where he was Agent, then undertook the administration of the portion belonging to Mewar; appointed a governor; raised a corps of matchlock men; and commenced to collect revenue.

Of the Marwar villages, some were made over to the Jodhpur Darbar, and placed under the adjoining Thakurs, while others were managed by Mr. Wilder as Superintendent of Ajmer. The latter were kept under control, but disorder reigned in the others. The divided jurisdiction gave criminals an asylum, and it was soon found that the triple government was worse than ineffectual. It was accordingly decided that the three portions should be brought together under the management of one British Officer, vested with full authority in civil and criminal matters, and that a battalion of 8 companies of 70 men each should be enrolled from among the Mers to preserve order.

The negotiations with Udaipur resulted in an agreement settled in May 1823, by which the management of the three Mewar-Merwara Parganas,

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\* 1. Mewar (Udaipur) Merwara.

- (1) Todgarh Pargana.
- (2) Dewair       "
- (3) Saroth       "

2. Marwar (Jodhpur) Merwara.

- (1) Chang Pargana.
- (2) Kot Kirana "

3. British Government (in virtue of its possession of Ajmer).

- (1) Beawar Pargana.
- (2) Jak Shamgarh "
- (3) Bahar Barkokra "
- (4) Bhailan       "

See Udaipur.

consisting of 76 villages, was made over to the British Government for a period of ten years, the Maharana agreeing to pay Rs. 15,000 a year towards the cost of the local corps. He acquiesced, however, in the transfer of the administration with reluctance. Accordingly no formal engagement appears to have been concluded, and he was not required to contribute anything towards the expenses of management beyond the Rs. 15,000 already mentioned.

The arrangement expired in 1833, and, as the Maharana had profited largely by it, he readily agreed to its continuance for a further period of 8 years by an agreement concluded at Beawar on the 7th March 1833, the Darbar engaging at the same time to pay Rs. 5,000 a year to the British Government towards the cost of the administration, in addition to the Rs. 15,000 already paid for the local corps (*see* Udaipur).

The arrangements with Marwar (Jodhpur) also caused some difficulty, as the Darbar was equally reluctant to delegate the management of any part of the tract belonging to it. In March 1824, however, an Engagement (No. LV) was concluded with the Darbar similar to that of 1823 with Udaipur, by which the State agreed to make over 21 villages to the British Government for 8 years, and to pay Rs. 15,000 per annum towards the cost of the Mer Corps to be maintained for preserving order. It was understood that each Darbar should receive the revenue from its respective villages after deducting the cost of their management. This arrangement was continued by the Agreement of the 23rd October 1835 (No. LVI) for a further term of nine years, the Marwar Darbar paying Rs. 15,000 a year as before, and transferring seven more villages to the British Government in addition to the 21 villages made over by the engagement of 1824.

Colonel Hall was placed in charge of the District of Merwara, as thus constituted, in 1823, and continued to hold it until 1836, when he was succeeded by Colonel Dixon. In February 1842 the District of Ajmer also was placed in charge of Colonel Dixon, whose successful administration of Merwara had attracted attention; and he was appointed to be Superintendent of Ajmer in addition to his other duties as Superintendent of Merwara and Commandant of the Merwara Battalion. An assistant was assigned to him for the special charge of Merwara.

The Udaipur Agreement of 1833 and the Jodhpur Agreement of 1835, regarding their respective Merwara villages, expired about the same time (1843), and it became necessary to make further arrangements for their continuance.

The Udaipur Darbar (*see* Udaipur) agreed to allow its villages to remain under British management so long as it might suit the convenience of the British Government. The Jodhpur Darbar expressed its readiness to do likewise, and at the same time the seven additional villages which it had transferred to the British Government in 1835 were restored to it (*see* Jodhpur). But no definite agreements were executed; and although an effort was made in 1847 (*see* Udaipur) to procure the perpetual cession of their shares from the respective Darbars, it proved unsuccessful, and on this unsatisfactory footing the British administration of Merwara remained for many years.

In 1872 and 1874 the question, so far as the Udaipur villages were concerned, was revived, but it was not finally settled until 1883 when the arrangement described in the Kharitas which form Nos. III and IV (*see* Udaipur) were concluded. These were, briefly, that the British Government should accept the revenues of Mewar-Merwara in full discharge of the Udaipur State's contributions towards the cost of the administration of the tract and the expenses of the Mewar Bhil Corps and the Merwara Battalion, and that no demand should be made upon the Darbar for arrears of payment. The Maharana was at the same time specifically assured that his rights of sovereignty over Mewar-Merwara would be in no wise prejudiced by this arrangement; and that should the yearly receipts for the district at any time exceed Rs. 66,000, which sum represents the contributions payable by the Darbar for the administration of Mewar-Merwara and the expenses of the two local corps, the surplus money should be paid in full to the Darbar, to whom the Resident at Mewar should annually intimate, by Kharita, the aggregate revenue received from the district during the preceding twelve months (*see* Udaipur). This arrangement still holds good (1906).

In the case also of Marwar-Merwara, which forms the Jodhpur section of the district of Merwara, it was many years before a satisfactory solution could be effected. Eventually, in 1885, it was agreed by the British Government and the Darbar that Jodhpur should retain its sovereign rights in its Marwar villages and receive Rs. 3,000 a year from them, and that in the event of a profit being derived from them by Government, the Darbar should receive 40 per cent. of it. On these conditions the Government of India has full and permanent administrative control over the villages (*see* Jodhpur).

The Merwara Battalion, now designated the 44th Merwara Infantry, remained loyal during the mutiny of 1857, and received special privileges. In 1870 it was reorganised into a purely military

corps by Lord Mayo, and its head-quarters were transferred from Beawar to Ajmer.

Before 1853 the officers in charge of Ajmer and Merwara were styled Superintendents and corresponded with the Resident at Delhi, subsequently with the Resident in Malwa and Rajputana, and after 1832 with the Commissioner. In 1832 Ajmer, and in 1846 Merwara, had been placed under the administration of the Government of the United Provinces (then the North-Western Provinces). In 1853 Colonel Dixon was appointed a Commissioner and corresponded direct with the Government of the United Provinces. From 1858 the united districts remained a Deputy Commissionership under the Agent to the Governor-General and Commissioner, who in his latter capacity was subordinate to the Government of the United Provinces, until 1870, when the province was formed into a Chief Commissionership under the Foreign Department of the Government of India, and was given a Commissioner of its own with a Deputy Commissioner, and an Assistant Commissioner for Merwara, the Chief Commissioner being the Agent to the Governor-General for Rajputana. In 1877 the Deputy Commissioner was abolished and an Assistant Commissioner for Ajmer appointed in his place. This arrangement has continued up to the present day (1906). The Chief Commissioner has his headquarters at Mount Abu, the Commissioner at Ajmer, and his two Assistants at Ajmer and Beawar respectively.

The area of the Ajmer district is 2,070 square miles; and the population, according to the census of 1901, is 367,453. The Merwara district has an area of 641 square miles with a population of 109,459. The average revenue of the combined districts from all sources for the ten years ending 1903-04 was about Rs. 14,00,000; and the average yearly expenditure for the same period (as shown by the annual administration reports) was about Rs. 12,40,000.



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## APPENDIX.

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## APPENDIX.

### JODHPUR.

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#### RULES FRAMED UNDER ARTICLE 9 OF AGREEMENT, dated 3rd December 1868 (No. LXII).

1. *Hukmnama* shall be levied on succession in Marwar at the rate of three-fourths of the *rekh* without any abatement, such as *chauth*, &c., and subject to the exceptions hereinafter named. *Jagirat* shall be abolished, but *tirotra* and the usual fees, in the aggregate not exceeding 5 per cent., shall continue to be paid as heretofore in addition to *hukmnama*.

2. In successions in the direct line, that is to say, when the son succeeds his father, or the grandson his grandfather, no *rekh* shall be paid that year, nor shall service be performed.

3. In successions by collaterals, that is to say, by brothers, nephews, and the like, and in successions by adopted heirs, *rekh* shall be levied that year but service shall be excused.

#### EXCEPTIONS.

1. In any cases in which *hukmnama*, or a portion of *hukmnama*, is at present excused, by Sanad or by long-established custom, it shall still be excused in like proportion.

2. If any Thakur considers the *hukmnama* at the above rates too heavy he will be at liberty to allow the *Raj Zabt* to occupy his estate and take the gross revenues for one year, during which he will not be liable to *rekh* or service. This will prevent the possibility of dispute to which the examination of accounts might give rise.

3. Cases where the succession shall have followed within one year after the last preceding succession, in which event only one *hukmnama* shall be taken for both lapses, and cases where the succession shall have followed within two years of the last preceding succession, when one and a half *hukmnama* calculated at three-fourths of the *rekh* per year shall be levied only. Beyond two years *hukmnama* shall be paid on each lapse.

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TRANSLATION of a KHARITA from HIS HIGHNESS the MAHA-  
RAJA of MARWAR to the address of the POLITICAL AGENT,  
JODHPUR, dated 14th MAY 1869.

Acknowledges receipt of Political Agent's letter of 26th April last regarding the settlement of the *hukmnama*, or succession tax, proposed by the Political Agent, and confirmed by the Governor-General's Agent, Rajputana, which has been thoroughly understood by His Highness.

Regarding *jagirat*, although the taking of *jagirat* from the raiyats is an old and ancient custom, which has descended from generations, and against which they have never complained, and hence its abolition is in every way a great loss to the Darbar, yet, since this tax was taken from the raiyats only I have determined, for the sake of their welfare and happiness, to abolish it. Moreover, although all jagirdars are prohibited in the decision from levying the same from their raiyats, yet, for greater security, I write that in case any jagirdar should hereafter take *jagirat* he will be liable to severe punishment. It is also known to you that the *hukmnama* is leviable from the estates of the jagirdars themselves, but many jagirdars take the amount by compulsion from their *zilaiyats* (dependants) and relatives who have to pay their own *hukmnama* separately, as they hold their pattas separately from the Darbar. Wherefore this practice ought also to be stopped, and punishment be awarded to those who transgress. The Darbar has therefore issued a Proclamation to all the jagirdars on this subject, a copy of which accompanies this letter.

Besides this *jagirat*, which used to be taken with the *hukmnama*, the Darbar will levy all other items in excess of the *hukmnama* which have hitherto been levied from ancient time. In fine, all the Articles written in your decision with the above emendations are quite acceptable in every way to the Darbar, and from henceforth they will be acted on accordingly.

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TRANSLATION of a PROCLAMATION issued by HIS HIGHNESS  
the MAHARAJA of MARWAR, dated Jodhpur, the 14th May  
1869.

The rules laid down by the Political Agent, Jodhpur, and confirmed by the Agent, Governor General, Rajputana, regarding the levying of *hukmnama* or succession tax, are accepted by His Highness the Maharaja, and will be adopted in future in Marwar.

The *jagirat*, which hitherto has been levied from the raiyats, will, in merciful consideration of them, be excused for the future by His Highness. But it is ordered that all jagirdars should cease to take this item from their raiyats, and should any be found levying *jagirat*, either openly or secretly, on any pretence, or be convicted of taking *hukmnama* from *zilaiyats* or *bhayaps*, he will be liable to severe punishment.

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